

October 1, 2018 8:30 A.M.

**JONES COUNTY BOARD OF COMMISSIONERS**

**REGULAR MEETING**

**JONES COUNTY SCHOOL BOARD MEETING ROOM, 320 W. JONES**

**TRENTON, NC 28585**

**MINUTES**

**COMMISSIONERS PRESENT:**

Mike Haddock, Chairperson  
Zack Koonce, Commissioner  
Sondra Ipock-Riggs, Commissioner  
Frank Emory, Commissioner

**OFFICIALS PRESENT:**

Franky J. Howard, County Manager  
Angelica Hall, Clerk  
Brenda Reece, Finance Officer  
Wesley Smith, Health Director

**COMMISSIONERS ABSENT:** Joseph Wiggins

The Chairperson called the meeting to order and Commissioner Frank Emory gave the invocation.

**MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory and unanimously carried **THAT** the agenda be **APPROVED** with the following addition:

8. Health Department: Additional Funding for In-home Asthma Trigger Assessments
9. Health Department: Additional Funding for Mosquito Abatement due to Hurricane Florence

**MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the minutes for Regular Meeting September 4, 2018 be **APPROVED** as presented.

**PUBLIC COMMENT PERIOD:**

None

**1. DEBRIS REMOVAL & DISPOSAL REQUEST FOR PROPOSAL**

Mr. Franky Howard, County Manager, presented the Board with a draft Request for Proposal for Disaster Debris Removal and Disposal. Mr. Howard explained that there needed to be a RFP for Debris Removal Services in order for FEMA to reimburse the County for the expenses. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the Request for Proposal for Disaster Debris Removal and Disposal be **APPROVED** as presented. A copy of the draft RFP is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

**2. DEBRIS MONITORING REQUEST FOR PROPOSAL**

Mr. Franky Howard, County Manager, presented the Board with a draft Request for Proposal for Disaster Debris Monitoring. Mr. Howard explained that there needed to be a RFP for Debris Monitoring Services in order for FEMA to reimburse the County for the expenses. **MOTION** was made by Commissioners Sondra Ipock-Riggs seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the Request for Proposal for Debris

Monitoring Services be **APPROVED** as presented. A copy of the draft RFP is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

### **3. MEMORANDUM OF AGREEMENT WITH NCDOT FOR DEBRIS PICKUP**

Mr. Franky Howard, County Manager, presented the Board with a Memorandum of Agreement with NC DOT. Mr. Howard explained that the agreement allows the County to take possession of debris pick up within the County. By having the MOA the County will contract with a company to pick up debris from along the roads in the right of way and FEMA will reimburse the County for the expenses. **MOTION** was made by Commissioners Frank Emory seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the Memorandum of Agreement with NC DOT be **APPROVED** as presented. A copy of the MOA is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

### **4. GOSHEN ROAD AND WHITE OAK RIVER ROAD WATER LINE REPLACEMENT PROJECTS**

Mr. Franky Howard, County Manager, presented the Board with a recommendation of award for the NCDOT waterline projects for Goshen Road and White Oak River Road. This project is part of the White Oak River Road improvements and will be paid for by NC DOT.

**MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce **THAT** the recommendation of award be **APPROVED** as presented. A copy of the recommendation of award is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

### **5. TAX COLLECTION REPORT**

Mr. Franky Howard, County Manager, presented the Board with the Tax Collection Report for August 2018. This is information only. A copy of this report is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

### **6. STORM UPDATE TO INCLUDE COUNTY BUILDINGS**

Mr. Howard, County Manager, provided the Board with the following storm update.

- Emergency Operations Center is still open at the EMS building
- Donations are still arriving at the Civic Center and being distributed to the designated distribution sites in the County.
- The shelter is open at the DHI building.
- DSNAP is being facilitated by JC DSS at the Trenton LCC site from September 28, 2018- October 6, 2018.
- FEMA is on site at the Civic Center along with the SBA
- The County is working with Onslow County for mosquito spraying
- The Register of Deeds is temporarily located at the County Administration Office.
- The Tax Office is temporarily located at the County Administration Office.

### **7. SCHOOL UPDATE**

Mr. Franky Howard, County Manager, provided the Board an update on the School Project. Mr. Howard informed the Board that Metcon, the general contractor, took necessary precautions prior to the storm and staged everything to ensure that damage was minimized. There was little to no damage at the new school site.

#### **8. HEALTH DEPARTMENT: IN-HOME ASTHMA TRIGGER ASSESEMENTS**

Mr. Wesley Smith, Health Director, presented the Board with a request form the Health Department to accept additional funds from the NC Division of Public Health, Chronic Disease and Injury Section for \$1636.00. The Health Department has been awarded additional funding to allow designated staff to implement evidence-based asthma home trigger assessments, provide education on eliminating asthma triggers and purchase any necessary supplies to support families. Before the Health Department can receive the additional funds, the Board of Commissioners must approve receipt of the funds and the subsequent increase in the Health Department's budget for FY 2018-2019. **MOTION** was made by Commissioners Zack Koonce seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the additional funds in the amount of \$1636.00 be **APPROVED** as presented. A copy of the Agreement Addendum is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes

#### **9. HEALTH DEPARTMENT: MOSQUITO ABATEMENT**

Mr. Wesley Smith, Health Director, presented the Board with a request form the Health Department to accept additional funds from the NC Division of Public Health, Environmental Health Section for \$17,639.00. The Health Department has been awarded additional funding to be used to provide mosquito abatement or other Integrated Mosquito Management (IMM) activates for Jones County, which is one of 27 counties currently under a major disaster declaration due to Hurricane Florence. Before the Health Department can receive the additional funds, the Board of Commissioners must approve receipt of the funds and the subsequent increase in the Health Department's budget for FY 2018-2019. **MOTION** was made by Commissioners Zack Koonce seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the additional funds in the amount of \$17,639.00 be **APPROVED** as presented. **MOTION** was made by Commissioners Sondra Ipock-Riggs seconded by Commissioner Zack Koonce, and unanimously carried **THAT** a letter be sent to the Governor requesting additional funding for the mosquito abatement in Jones County. A copy of the Agreement Addendum is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes

#### **COUNTY MANAGER'S REPORT**

Mr. Howard will speak with FEMA and organize a meeting for the citizens to come and speak with representatives and get questions answered directly from the different organizations that are here in the County to assist the citizens. The tentative date is Monday, October 8<sup>th</sup> at 7:00pm.

#### **COMMISSIONER'S REPORTS**

*Commissioner Sondra Ipock-Riggs* requested a work study be completed at the DOT location due to the flooding. Commissioner Riggs also expressed her concerns about FEMA

reimbursements and citizens having to get loans to pay for damages. Also, Commissioner Riggs expressed her disappointment in the \$17,000 received for mosquito abatement.

*Commissioner Zack Koonce* inquired about donations that are being received through the County and what type of commitment Mr. Steve Troxler made to the farmers within the County. Commissioner Koonce requested a letter be sent requesting Mr. Troxler visit the farmers in the County. Commissioner Koonce inquired about the issues with the nursing home in Pollocksville and why they did not evacuate the people when the County was under a mandatory evacuation. Commissioner Koonce also expressed his support to the County with a brief speech.

**MOTION** was made by Commissioners Zack Koonce seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** a letter be sent to Steve Troxler requesting a visit to the Jones County farmers.

#### **PUBLIC COMMENT**

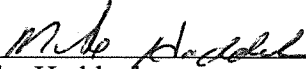
Mr. Keith Eubanks requested information on buyouts and elevation. He expressed his concerns with rebuilding in the same area and wanted to know if the County planned to buyout homes in his area.

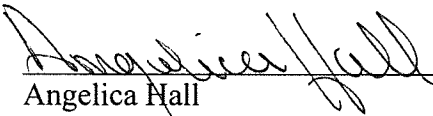
Mr. Schumata Brown, Maysville Town Manager, offered his assistance to the County to help as much as possible during this difficult recovery period.

Ms. Joy Wynn inquired on how long the Red Cross shelter would be open and also questioned if employees received emergency food stamps why they would have to pay them back.

Mr. Mark McAlpine with Ceres spoke briefly about the recovery process and making sure everyone help each other in an effort to make the process as smooth as possible.

**MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the meeting be **ADJOURNED** at 10:18 a.m.

  
Mike Haddock  
Chairman

  
Angelica Hall  
Clerk to the Board

**JONES COUNTY  
MULTI-JURISDICTIONAL REQUEST FOR PROPOSALS FOR  
DISASTER DEBRIS REMOVAL AND DISPOSAL**

**SECTION 1 - INTRODUCTION**

Jones County, North Carolina is located in Southeastern North Carolina bounded by Carteret, Craven, Duplin, Lenoir, and Onslow Counties. The county is 50<sup>th</sup> in size in the state with a land area of approximately 467 square miles. The county has three (3) incorporated municipalities. According to the 2015 Census, Jones County has a population of approximately 10,013. The safety of residents during and after a disaster is a top priority for Jones County government. Part of ensuring the safety of citizens in the aftermath of a disaster is dependent upon a timely cleanup process.

Jones County ("County") is seeking proposals from qualified firms to provide professional services for disaster debris disposal and removal for the County and municipalities. This includes disaster debris removal, reduction and disposal activities. The Contractor is expected to be highly knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration regulations, guidelines, and operating policies. The Contractor will serve as an advisor and support the County and/or municipality through a disaster recovery effort.

For the purpose of this Multi-Jurisdictional Request for Proposals, "the county" will imply Jones County Government and "Activating Entity" will imply Jones County Government and each municipality (Maysville, Pollocksville, and Trenton) as individual partners. The Jones County Government and all municipalities listed above are each herein after referred to as an "Activating Entity". In the alternative to municipalities individually activating the contract, Jones County may activate the contract and enter into Interlocal agreement with each requesting Municipality requiring Jones County contractor's to perform debris removal and disposal on the same terms and conditions as the County's contract with the contractor. Any jurisdiction will be able to activate the contract individually regardless of whether the Jones County Government activates.

**SECTION 2 – GENERAL REQUIREMENTS****2.1 Proposal Contact**

This RFP and any subsequent action taken as a result thereof, is issued by Jones County. Proposal responses should be directed specifically, as outlined herein. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Jones County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Proposer to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Proposer from award for items or services on this RFP.

**2.2 Proposal Submittal Requirements**

A copy of the specifications may be obtained from Franky Howard, Jones County Manager, or the Jones County Website: <https://www.jonescountync.gov/>. Provide one (1) original and three (3) copies of complete proposal packages and one digital version on CD in a commonly accepted computer format such as Portable Document Format (pdf). The proposal packages shall be arranged and presented as stipulated in this RFP. All proposals must be received no later than \_\_\_\_\_, 2018 by 12:00 pm. Each should be clearly marked "RFP – Disaster Debris Removal and Disposal."

*These materials should be delivered to:*

**Mail:** Franky Howard  
Jones County Manager  
418 Hwy 58 N., Unit A  
Trenton, North Carolina 28585

**Hand Delivered:** Franky Howard  
Jones County Manager  
418 Hwy 58 N., Unit A  
Trenton, North Carolina 28585

*Questions may be directed to Franky Howard at (252) 448-7571 or [fhoward@jonescountync.gov](mailto:fhoward@jonescountync.gov)*

All bid form documents shall be submitted on a form identical to the form included with the bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

### **2.3 Proposal Format**

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond the seven (7) tabbed sections of required submittals.

The proposal must be divided into seven (7) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The seven (7) sections shall be named as follows:

#### **2.3.1. General Submittals**

a. Letter of Transmittal: This letter will summarize in a brief and concise manner the Proposer understands of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

b. Type of Business: The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, LLC, etc.). The Proposer shall identify whether the business entity is incorporated in North Carolina, another state, or a foreign country.

c. FEIN: Provide the Federal Employer Identification Number of the Proposer.

d. SSN: In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

e. Principals: The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development of the proposal.

f. Corporate Information: If a Proposer is a corporation or LLC it shall be certified with the North Carolina Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in North Carolina. The corporate seal should be affixed to the bid.

g. Licenses and Certificates: List any licenses or certificates related to the scope of work described in the RFP. State if the Proposer does not have any related or applicable licenses or certifications.

h. Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed

by or against the Proposer in the past seven (7) years which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in the past seven (7) years.

i. License Sanctions: List any regulatory or license agency sanctions. State if there are no license sanctions against the Proposer.

j. Acknowledgment of Addenda: Include a signed and dated copy of last addendum issued by the County, if any.

k. Existing Contracts: The Proposer shall provide a listing of current contracts in North Carolina. The Proposer shall include a graph or other informational diagram/format indicating the allocated and available resources. Indicate commitment of availability of staff and resources to Jones County.

l. Past Performance: Proposer(s) must list and provide required information from all debris removal projects in excess of 500,000 cubic yards within the past seven (7) years. Failure to list and provide the required information from any project the Proposer has managed in excess of 500,000 cubic yards within the past seven (7) years may result in proposal rejection. Required information from each project listed includes total cubic yards collected, total dollar amount of each project and corresponding amount reimbursed to the applicant. The Proposer must also provide a contact person, telephone number, fax number and e-mail address for each project. The Proposer may use past experience as a Subcontractor to demonstrate past experience.

m. Financial resources: Available bonding capacity.

#### 2.3.2. References

Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the CONT has successfully completed debris removal projects in excess of 1,000,000 cubic yards.

#### 2.3.3. Project Understanding and Technical Approach

Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

- Ability to manage activation of multiple contracts
- Methods for mobilization/demobilization
- Geographic area management, sectoring
- Loading, hauling and reduction of debris
- Documenting and resolving damages
- Invoicing and data management

#### 2.3.4. Project Specific Personnel

An organizational chart that lists personnel assigned to the any Activating Authority in the event of contract activation. Provide any training or professional certifications held by personnel. The information shall be presented in tabular form. The list shall include but is not limited to:

- Contact persons, including telephone numbers and e-mail address
- Project manager – must have five (5) years project experience
- Operations manager – must have three (3) years project experience
- Other key personnel assigned to the project/this Agreement

Changes to personnel listed on the proposal at the time of an event must be communicated to the Activating Authority and are subject to approval by the Activating Authority. The Activating Authority also reserves the right to request the substitution of any personnel as the County deems necessary.

Provide resumes for the project manager, operations manager and other key personnel proposed for the project.

#### 2.3.5. Operational and Management Plans

a. Typical Debris Management Site (DMS) Operations Plan: Provide a description of the firm's typical DMS site operational plan.

b. Typical Site Specific Health and Safety Plan (SHASP): Provide a plan that includes a comprehensive site specific hazard analysis similar in scope to the one presented in FEMA 325. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

c. Subcontracting Plan: Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; A list of sub-contractors proposed for this project indicating participation by Minority/Woman Business Enterprises (M/WBEs) and/or local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to insure sub-contractor and all sub-tier contractors retain adequate insurances and are paid.

#### 2.3.6. Insurance Requirements

Contractor shall provide evidence of the ability to meet the insurance requirements set forth in Section 3.11-INSURANCE REQUIREMENTS of the RFP by providing a certificate of insurance.

#### 2.3.7. Price Proposal

The Proposer shall submit Price Proposal forms included in these RFP documents – Schedule 1- Hourly Equipment and Labor Price Schedule AND Schedule 1-Unit Rate Price Schedule. All bid form documents shall be submitted on a form identical to the form included with the bidding documents. All bid form documents shall be submitted on the form included with the bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Proposer to a contract.

### **2.4 Acceptance of Proposal (Award)**

The County shall evaluate proposals based upon the following criterion:

- Demonstrated understanding of project scope and technical approach
- Past performance with projects having 500,000 cubic yards or more
- References
- Local contractor participation demonstrated in the Subcontractor Plan
- Thoroughness and comprehensiveness of Management Plans
- Rate Schedule
- Other criteria determined appropriate by the County

### **2.5 Proposer Expenses**

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any



onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Jones County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

## **2.6 Interpretations, Discrepancies, and Omissions**

Submit written questions about this RFP to Jones County at or [fhoward@jonescountync.gov](mailto:fhoward@jonescountync.gov) by 12:00 p.m., \_\_\_\_\_, 2018. No questions or requests for clarifications will be accepted after this time.

Responses to questions will be posted at [www.jonescountync.gov](http://www.jonescountync.gov). Any addenda and clarifications will be issued by 12:00p.m., \_\_\_\_\_, 2018.

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect.

## **2.7 Award**

Jones County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

## **2.8 Retention of Proposer Material**

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the Proposer.

# **SECTION 3 – CONTRACT INFORMATION**

## **3.1 Certification**

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

## **3.2 Conflict of Interest**

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including

financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Jones County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

### **3.3 Assignment**

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

### **3.4 Indemnification**

The Proposer will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence or intentional acts of Proposer, its sub-contractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Proposer prompt, written notice of any such claim or suit. The County shall cooperate with Proposer in its defense or settlement of such claim or suit. This section sets forth the full extent of the Proposer's general indemnification of the County from liabilities that are in any way related to Proposer's performance under this Agreement.

### **3.5 Independent Contractor**

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by the contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer

in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

### **3.6 Governing Law**

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina, Jones County. Should any portion of any contract be in conflict with the laws of the State of North Carolina, Jones County the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Venue for contract conflicts shall be Jones County, North Carolina.

### **3.7 Confidential Information/Public Records Law**

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Jones County reserves the right to share any information submitted in response to this RFP or process with

any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

### **3.8 Compliance with Laws and Regulations**

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Jones County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract. Proposer shall agree to be compliant with Federal laws including but not limited to those outlined in Attachment 5 included in this RFP.

### **3.9 Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal based solely on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is

deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

### **3.10 New Services**

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract and subsequent issuance of a Task Order.

### **3.11 Insurance Requirements**

If awarded any contract under this RFP, the Proposer shall obtain, at the Proposer's sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in full effect and certification thereof has been received by Jones County's Finance Office.

- a. Workers Compensation Insurance with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.
- b. Commercial General Liability with combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage

including contractual liability.

- c. Commercial Automobile Liability with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and /or are brought on a Jones County site.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Finance Office. Insurance Policies shall be endorsed to show Jones County as a certificate holder.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

**Franky Howard**  
**Jones County Manager**  
**418 Hwy 58 N., Unit A**  
**Trenton, NC 28585**

If the Proposer does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Jones County may be considered. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

### **3.12 Safety**

The Proposer shall be solely responsible to assure the safety of their personnel in all activities that they and their Sub-contractors perform. The Proposer shall also provide and take measures to protect the public and county personnel during their activities. Actions may include but are not limited to removal of unsafe equipment and unsafe personnel. Proposer will also be solely responsible to ensure that all Proposers' personnel are compliant with OSHA workplace requirements and are familiar with and adheres to the Debris Removal Contractors' Safety Plan at the debris loading site and DMS(s). The DMS Field Supervisor or his designated DMS site monitor shall accompany the Debris Removal Contractors' Project Safety Officer on the daily DMS Site Hazard Analysis Inspection.

### **3.13 Termination by the County**

Any Activating Entity may terminate the pursuant contract if the Proposer:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled personnel;
- b. Fails to make payment to Sub-contractor for materials or labor in accordance with the respective Contracts between the Proposer and Sub-contractor;
- c. Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
- d. Otherwise is guilty of breach of a provision of the contract documents.

When any of the above reasons exist, the Activating Entity may without any other rights or remedies of the Activating Entity and after giving the Proposer 48 hours' written notice, terminate employment of the Proposer and finish the work by whatever reasonable method the Activating Entity may deem expedient.

When the Activating Entity terminates the contract for one of the reasons stated above, the Proposer shall not be entitled to receive further payment, if any, until the work is finished.

If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including

compensation for the Activating Entity's services and expenses made necessary thereby, such excess shall be paid to the Proposer. If such costs exceed the unpaid balance, the Proposer shall pay the difference to the Activating Entity. This obligation for payment shall survive termination of the contract.

The Activating Entity or Proposer may terminate the contract at any time for any reason by giving at least thirty (30) days' notice in writing to the other party. If the contract is terminated by the County as provided herein, the Proposer will be paid per the contract for work completed as of the date of termination.

#### **3.14 Non – Waiver of Rights**

It is agreed that the Activating Entity's failure to insist upon the strict performance of any provision of the pursuant contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under the contract.

#### **3.15 Findings Confidential**

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Proposer under the pursuant contract are the property of the County.

#### **3.16 Binding Effect**

The pursuant contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent Contractor and Sub-contractor of the parties.

#### **3.17 Continuing Obligation**

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the pursuant contract.

#### **3.18 References**

Use of the masculine includes feminine, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

#### **3.19 E-verify**

Proposer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Proposer utilizes a Subcontractor, Proposer shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

#### **3.20 Iran Divesture Act**

Proposer, by submitting a response to this RFP, certifies that it/he/she is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4 (the "Final Divestment List"), and (ii) Seller will not utilize any Subcontractor performing work under this contract which is listed on the Final Divestment List.

#### **3.21 Records Retention and Review**

The Proposer shall retain all records pertaining to the services and the contract for these services and make them available to all Authorizing Entities for a period of three (3) years following notification by the County or any other

Activating Entity in writing that a Federal Emergency Management Agency, Public Assistance final status report (project close-out report) has been issued by North Carolina Department of Emergency Management.

### **3.22 Bonding**

Performance and Payment Bond: Selected Contractor(s) will be required to post a Performance and Payment Bond in the amount of 100% of an event's estimated contract cost. The County reserves the right to establish the amount of Performance and Payment Bond based on the estimated contract price, SCHEDULE 1 – UNIT RATE PRICE SCHEDULE, at the time of the event. The estimated cost to complete the project will be based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period, when the Activating Entity's Debris Manager issues a Notice to Proceed and Task Order, until such time as the scope of work contained in the contract is completed as determined by the Activating Entity's Debris Manager or his authorized representative.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due for any Order initiated project. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the Task Order. The surety bonds must be in the form set forth in N.C.G.S. § 44A-33 without any variations there from or in any other form authorized by the North Carolina General Statutes.

The selected Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitations.

Activating Entity's right to carry out the work:

If the Contractor defaults or neglects to carry out the work in accordance with the contract documents and fails after receipt of written notice from any Activating Entity to commence and continue correction of such default or neglect with diligence and promptness, which, in any event, shall be no greater than twenty-four (24) hours, the Activating Entity may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Activating Entity's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Activating Entity.

### **3.23 Written Task Orders**

The Activating Entity shall issue an official written Task Order for the services referenced in the contract. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the Activating Entity be liable for any services rendered unless the written Task Order has been sent and received by the Contractor. Contractor must acknowledge receipt of the written Task Order. The County makes no guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

## **SECTION 4 – SCOPE OF WORK**

### **4.1 Location of Work**

Activating Entity is responsible for debris management and removal in the unincorporated areas of the county. All municipalities may activate their respective contracts with Contractors for debris removal and disposal in their

respective incorporated area. Alternatively, each municipality may enter into an Interlocal Agreement allowing the County to be responsible for debris management and removal the municipality's corporate limits if the County is an Activating Entity. The planning figures listed below include debris from all municipalities.

Each Activating Entity shall designate a Debris Manager.

The designated area for debris removal is bounded by the Activating Entity's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, parks, and Activating Entity's debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the Activating Entity's Debris Manager or his authorized representative.

The Contractor may be tasked with removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the North Carolina State System Roads within the jurisdictional boundaries of Jones County. A separate Task Order will be issued for this work if requested by the Activating Entity. All cost and documentation, including load tickets, debris management, reduction and final disposal cost, manifest and weight tickets, shall be tracked and invoiced separate from all other work. The routes eligible for release to Jones County from the North Carolina Department of Transportation (NCDOT) are NON-FEDERAL AID ROUTES within the jurisdictional boundaries of Jones County.

NC Department of Transportation crews or their designated contractors will remove debris from FEDERAL AID ROUTES.

The CONTRACTOR shall not remove debris from the ROW on FEDERAL AID ROUTES such as Interstate routes, US-designated routes, NC-designated routes or secondary routes eligible for FHWA reimbursement.

#### **4.2 Overview of Scope and Unit Rate Schedule Items**

All debris identified by the Activating Entity's Debris Manager or his authorized representative shall be removed. The Contractor shall make a minimum of three complete passes through the County, removing all debris along each street ROW. It is at the Activating Entity's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Activating Entity or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the Activating Entity's Debris Manager or his authorized representative in writing.

Under the contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency ("FEMA") Publications 321, 322, 323, 325, Fact Sheets, all applicable State and Federal Disaster Specific Guidance and policies.

Work will include:

- Examining debris to determine if it meets FEMA eligibility guidelines, determine debris category, determine if the debris is burnable or non-burnable,
- Loading the eligible debris and transporting it to an approved Debris Management Site (DMS) or approved final disposal facility,
- Managing/segregating and reducing the debris at the DMS,
- Hauling the reduced debris to an approved disposal facility.

Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under the contract unless written instructions are given to the Contractor by the Activating Entity's Debris Manager or his authorized representative.

It shall be the Contractor's responsibility to load, transport, manage, reduce, and properly dispose of any and all disaster generated debris resulting from an event under which the Contractor was issued a Task Order, unless otherwise directed by the Activating Entity's Debris Manager or his authorized representative, in writing. This includes, but is not limited to:

#### 4.2.1 Emergency Clearance (Cut and Toss) Operations

The Contractor may be requested to assist the Activating Entity in the initial response phase of an event. If the Activating Entity elects to utilize the Contractor, a Task Order for Emergency Roadway Clearance will be issued with a list of designated roads. The Contractor will "cut and toss" debris clearing a pathway on the designated roads adequate to allow access by emergency vehicles. No debris will be hauled during the Emergency Clearance Operations phase of the project. Work performed under an Emergency Clearance Operations Task Order will be paid based on the hourly rates as provided in Schedule 1-Hourly Equipment and Labor Price Schedule.

#### 4.2.2 Eligible Vegetative Debris Removal

As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

#### 4.2.3 Eligible Construction and Demolition (C&D) Debris Removal

FEMA Publication 325 defines Eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.

#### 4.2.4 Eligible Demolition, Removal and Transportation of Structures

Disaster damaged public structures determined to be an immediate threat to life, public health and safety by the County or other Activating Entity shall be demolished, loaded and transported to a final disposal facility permitted to accept demolition material.

#### 4.2.5 Debris Management Site(s) Management and Operation

Site development, maintenance, monitoring to ensure the site functions efficiently and safely in any environment while receiving, segregation, reduction, staging, outbound loading of debris and DMS close-out and restoration.

#### 4.2.6 Grinding of Eligible Vegetative Storm Debris (Reduction)

Reducing eligible vegetative debris staged on the DMS by mechanical means (tub grinders) into smaller pieces of vegetation to be used as mulch, compost or fuel. Grinding may also be referred to as chipping or mulching.



#### 4.2.7 Incineration of Eligible Storm Debris

The use of air curtain or portable air curtain incinerators to burn eligible vegetative debris reducing it to ash.

#### 4.2.8 Final Disposal of Eligible Reduced Vegetative Debris to COUNTY Approved Final Disposal Facility

Transportation (one way) of reduced debris to an Activating Entity approved final disposal facility permitted to accept ash or recycling facility permitted to utilize the reduced vegetation (mulch/chips) as a beneficial end use product such as compost or fuel. Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

#### 4.2.9 Removal of Eligible Hazardous Trees

Disaster damaged trees approved by the Activating Entity and qualifying as a FEMA Eligible Hazardous Tree.

#### 4.2.10 Removal of Eligible Hazardous Limbs

Disaster damaged or broken hanging limbs approved by the Activating Entity and qualifying as a FEMA Eligible Hazardous Limb.

#### 4.2.11 Extraction of Eligible Hazardous Stump

Stumps originating in the ROW or in a public use area, attached to a disaster damaged trees, approved by the Activating Entity and qualifying as a FEMA Eligible Hazardous Stump.

#### 4.2.12 Eligible Household Hazardous Waste (HHW) Removal Transport and Final Disposal

The Resource Conservation and Recovery Act (RCRA) define Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc.

Work under the contract will require collection, consolidation, manifest, transport, and final disposal at an Activating Entity approved Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

#### 4.2.13 Removal of Eligible Abandoned Vehicles

Abandoned vehicles, approved by the Activating Entity, that pose an immediate threat to lives, public health and safety located within the ROW or on public use areas.

#### 4.2.14 Removal and Final Disposal of Eligible Putrescent Debris

Fleshly organic matter such as animal carcasses and putrefied meats and food waste removed from white good products.

#### 4.2.15 Eligible White Goods Removal and Recycling

As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household

appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled.

#### 4.2.16 Freon Removal from Eligible White Goods

Removal of Freon (ozone depleting compound) from eligible white goods or other refrigerant containing items are required prior to recycling or disposal.

#### 4.2.17 Eligible Small Motorized Equipment Removal and Recycling

Small tools and motorized equipment containing petro-chemicals and fuel such as lawnmowers and chainsaws.

#### 4.2.18 Eligible Electronic Waste (E-Waste) Recycling

Electronic components that may contain hazardous components such as Televisions, radios, microwaves, monitors, VCR's, DVD's, camcorders and computers.

### **4.3 Scope of Work**

All debris identified by the Activating Entity's Debris Manager or his authorized representative shall be removed. The Contractor shall make a minimum of three complete passes through the County designated areas, removing all debris along each street ROW. It is at the Activating Entity's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Activating Entity or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the Activating Entity's Debris Manager or his authorized representative in writing and have an executed Right of Entry from the land/property owner.

#### 4.3.1 Emergency Clearance

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to clear (cut and toss to the side), only to the extent required, debris from eligible roadways making them passable for emergency vehicular traffic, clear areas at critical facilities only to the extent required to provide access by emergency vehicles and essential personnel and drainage structure obstructions that are an obvious factor in flooding improved property and causing damage to roadways and bridges. All Activating Entity's Debris Manager designated roadways shall be passable, critical facilities accessible and drainage structures opened within seventy (70) working hours of the issuance of a Task Order from the Activating Entity to conduct Emergency Clearance work. This may include roadways, critical facilities and drainage structures in municipalities within the County. Clearance of these roadways, critical facilities and drainage structures will be performed as identified by the Activating Entity's Debris Manager or his authorized representative.

Contractor's Emergency Clearance crews shall be comprised of the following:

- One (1) rubber tired or rubber track loading unit with operator (bobcat, loader, etc.);
- Two (2) saw men with chainsaws and all required ancillary support equipment;
- Four hand labors to assist saw men with debris and relocate debris to the extent required to provide access as described above;

- Foreman with pickup truck and all support equipment required to maintain the crew's effective and efficient progress through the work day.

Each Emergency Road Clearance Crew shall be assigned a unique alpha numeric designation and have each piece of equipment and personnel identified as assigned to that specific crew.

Modifications to the Emergency Road Clearance Crew's composition may be requested by the Contractor based on the severity of damages and volume of debris to be cleared.

Additional equipment saw men, climbers with chainsaws, laborers or support vehicles requested by the Contractor after the crews have been field deployed must be approved by the Activating Entity's Debris Manager or his authorized representative or the on-site Activating Entity Representative.

Any equipment out of service for a period longer than that required to perform normal maintenance and refueling will be denoted on the crew's daily time sheet as "out of service" and not eligible for payment. Failure on the part of the Contractor's foreman or laborers to perform efficiently and productively shall be noted by the Activating Entity's on-site Representative.

The Contractor will be compensated on the hourly rates submitted in SCHEDULE 1-HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE. A maximum time limit of seventy (70) hours, seven ten hour days or any combination of hours/day that adds up to seventy hours of eligible work and is approved by the Activating Entity, will be allowed for the Task Order unless specifically authorized by the Activating Entity.

#### 4.3.2 Eligible ROW Vegetative Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the ROW to an Activating Entity approved DMS(s) or other designated disposal facility. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event.

For the purposes of the contract, vegetative debris which is placed in immediate close proximity to the street, staged in a contiguous pile, and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.

Removal of vegetative debris existing in the County will be performed as identified by the Activating Entity's Debris Manager or his authorized representative.

Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the Activating Entity or its authorized representative in writing. The Activating Entity will provide specific Right-of-Entry ("ROE")/Hold Harmless legal and operational procedures if and when the Contractor is permitted to enter private property.

#### 4.3.3 Eligible ROW C&D Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the ROW to an Activating Entity approved C&D landfill or other Activating Entity approved final disposal facility.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event and not reconstruction.

For the purposes of the contract, C&D debris which is placed in immediate close proximity to the street, staged in a contiguous pile and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.

Removal of C&D debris existing in the Activating Entity's ROW will be performed as identified by the Activating Entity's Debris Manager or his authorized representative.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.4 Eligible Demolition, Removal, Loading and Transport of Structures

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public property and under authorization by the Federal Coordinating Officer (FCO) private property within the jurisdictional limits of the Activating Entity. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to an Activating Entity approved designated disposal facility. Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

Removal, loading and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the Activating Entity's Debris Manager or his authorized representative.

Entry onto private property will only be permitted when directed in writing by the County or County's authorized representative. The County will provide specific Right of Entry (ROE)/Hold Harmless legal and operational procedures to the Contractor prior to entry on private property.

Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

#### 4.3.5 DMS Management and Operations

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to manage and operate DMS(s) for the acceptance, management, segregation and staging of disaster related debris. DMS(s) layout and ingress and egress plan must be approved by the Activating Entity's Debris Manager or his authorized representative. Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

The management of DMS(S) includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state and federal regulatory agencies.

Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, hazardous stumps, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County). The Contractor shall provide an adequate number of "spotters" at all hauling units off-loading locations within the DMS to provide assistance to drivers and remove any contaminants intermingled with the debris. Provisions shall be made for adequate storage of miscellaneous C&D and any other contaminants removed from the vegetative waste stream entering the DMS.

Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, site office, water, lighting, portable toilets, and monitoring towers.

Contractor is responsible for providing DMS(S) traffic control on roadways at ingress and egress points to the DMS and truck routes within the DMS.

Contractor is responsible for providing DMS(S) dust control as well as debris, mud and dust control at ingress and egress points to the DMS(s). An operable water truck shall be available at all time on the DMS(s).

Contractor is responsible for providing Activating Entity approved twenty-four (24) hour site security.

Contractor will only permit Contractor vehicles, hauling units and others specifically authorized by the COUNTY or its authorized representative on site(s).

Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris.

Contractor shall provide a tower(s) from which the Activating Entity or its authorized representative can make volumetric load calls and validate Contractors' trucks are empty when exiting the DMS(s). The tower provided by the CONTRACTOR will at a minimum meet the specifications provided in Section 4.4.6, Debris Site Tower Specifications of this procurement.

Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and NCDENR guidelines. The Contractor shall be responsible for all cost associated with soil and groundwater pre-use and closure (sampling) monitoring and soil/water removal and disposal as a result of a chemical or petroleum release associated with the DMS(s) operations.

Upon completion of haul-out activities, Contractor shall remediate the site to pre- disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the Activating Entity or its authorized representative.

#### 4.3.6 Grinding of Eligible Vegetative Storm Generated Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce eligible vegetative storm generated debris by grinding. Reduction methods are at the discretion of the Activating Entity's Debris Manager or his authorized representative. Grinding must be approved by the Activating Entity's Debris Manager or his authorized representative prior to commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS(s) and disposed of at an Activating Entity

approved final disposal facility.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.7 Incineration of Eligible Storm Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (air curtain pit and portable air curtain burning) are at the discretion of the Activating Entity's Debris Manager or his authorized representative. Incineration must be approved by the Activating Entity's Debris Manager or his authorized representative prior to commencement of reduction activities.

All ash resulting from incineration of vegetative debris shall be handled in such a manner as not to present a fire hazard. A fire watchman/tender shall be present at all times throughout this operation and shall have adequate fire suppression equipment available as well as a reliable means of communications to notify 911 in case of an emergency. Any and all cost associated with an uncontrolled burn of debris will be paid by the Contractor.

All un-reduced storm debris not reduced by the incineration method utilized and incorporated in the ash shall be staged separately at the DMS(s) and disposed of at a final Activating Entity approved disposal facility.

Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.8 Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to load and transport reduced vegetative debris existing at an Activating Entity approved DMS(S) to a final Activating Entity approved disposal facility.

Compensation will be by the ton/mile, calculated on the number of miles (one way) from the DMS where the debris was loaded to the final disposal facility multiplied by the rate entered on Schedule 1- Unit Rate Price Schedule.

All un-reduced storm debris must be transported separately from reduced debris to an Activating Entity approved final disposal facility.

#### 4.3.9 Removal of Eligible Hazardous Trees

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured at breast height (4.5 feet ) from the base of the tree existing on the Activating Entity ROW. Debris generated from the removal of Eligible hazardous trees existing in the Activating Entity will be placed in the safest possible location on the Activating Entity ROW and subsequently removed in accordance with scope of services, under the terms, conditions and procedure described in Section 4.3.2 Eligible ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured at breast height, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section 4.3.2 Eligible ROW Vegetative Debris Removal. The Activating Entity will not compensate the Contractor for cutting leaning trees

less than six (6) inches in diameter on a unit rate basis.

Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal of Eligible hazardous trees six (6) inches or greater in diameter existing on the Activating Entity's ROW or private property will be performed as identified by the Activating Entity's Debris Manager or his authorized representative. Any disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the Activating Entity's Debris Manager or his authorized representative. For hazardous trees to be removed and Eligible for reimbursement, the tree must be six (6) inches or greater in diameter and meets one or more of the following "Eligible Hazardous Tree" criteria as a direct result of the event:

- More than fifty percent (50%) of the tree crown is damaged or destroyed.
- The tree's trunk is split or branches have been broken off exposing heartwood.
- The tree has been uprooted and partially fallen in a public use area; and/or
- Leaning in excess of thirty (30) degrees

NOTE: The Activating Entity will not pay for the stump attached to a Hazardous Tree as a separate Hazardous Stump pay item.

The Activating Entity's preference is to have FEMA personnel pre-validate Eligible Hazardous Trees prior to removal.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.10 Removal of Eligible Hazardous Limbs

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove Eligible Hazardous Limbs.

Eligible hazardous limbs will be identified by the Activating Entity or its authorized representative for removal. Removal and placement of Eligible hazardous limbs greater than two (2) inches in diameter existing on the Activating Entity's ROW or private property will be performed as identified by the Activating Entity's Debris Manager or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the Activating Entity's Debris Manager or his authorized representative. In order for hazardous limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- The limb is greater than two (2) inches in diameter at the point of breakage;
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located within the ROW or on improved public property.

After all Eligible Hazardous Limbs removed shall be placed on the ROW in a manner not to create a vehicular or pedestrian hazard, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section 4.3.2 Eligible ROW Vegetative Debris Removal.

The Activating Entity's preference is to have FEMA personnel pre-validate Eligible Hazardous Limbs prior to removal.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.11 Extraction of Eligible Hazardous Stumps

Under the contract, work shall consist of stump void backfill and other associated costs necessary to remove, and final dispose of all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree originating on the Activating Entity's ROW. Further, debris generated from the removal of uprooted stumps existing on the Activating Entity's ROW will be transported to a Activating Entity approved DMS(s) and staged at a designated "Hazardous Stumps" location separate from eligible vegetative debris or disposed of at an Activating Entity approved Final Disposal Site in accordance with all Federal, State and local rules and regulations. Non-Hazardous Stumps measured twenty-four (24) inches from the base of the tree with a diameter of twenty-four

(24) inches or less will be considered normal Eligible vegetative debris and removed in accordance with scope of services in Section 4.3.2 Eligible ROW Vegetative Debris Removal.

Non-Hazardous Stumps removed and hauled to the DMS(s), separate from eligible vegetative debris and staged at "Non-Hazardous Stump" designated locations at the DMS(s), will be converted into a cubic yardage volume based on the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table. Non-Hazardous stumps loaded and transported to the DMS(s) mixed with eligible vegetative debris will be incorporated in the hauling unit's overall load assessment at the DMS(s) observation tower.

Eligible hazardous stumps will be identified by the Activating Entity or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the Activating Entity's ROW or private property will be performed as identified by the Activating Entity's Debris Manager or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the Activating Entity's Debris Manager or his authorized representative. In order for hazardous stumps to be removed and eligible for reimbursement, the stump is required to have a diameter greater than 24 inches when measured 24 inches from its base ( where it entered the ground prior to being up rooted by the storm) and also satisfy both following criteria:

- Fifty percent (50%) or more of the root ball is exposed.
- The stump is on Activating Entity's ROW and poses an immediate threat to public health, safety or welfare.

Loose stumps placed on the ROW by others and stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services in Section 4.3.2 Eligible ROW Vegetative Debris Removal. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table.

Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The subsurface portion of the stump shall not be removed. The residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services in Section 4.3.2, Eligible ROW Vegetative Debris Removal.

The Activating Entity or its authorized representative will measure and certify all eligible stumps prior to removal. The Activating Entity's preference is to have FEMA personnel pre-validate Eligible Hazardous Stumps prior to removal.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.12 Eligible Household Hazardous Waste Removal, Transportation and Final Disposal



Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary for the removal, transportation and disposal of Household Hazardous Waste ("HHW").

The removal, transportation, and disposal of HHW includes obtaining all necessary Federal, State and local permitting associated with hazardous waste collection, consolidation, and transportation. The final disposal TSDF shall be permitted and operating in accordance with all Federal, State and local regulatory agencies.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.13 Removal of Eligible Abandoned Vehicle

Under the contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and haul off of Eligible abandoned vehicles in areas identified and approved by the Activating Entity. The removed Eligible vehicles will be hauled to an Activating Entity approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of Eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.14 Removal and Final Disposal of Eligible Putrescent Debris

Under the contract, work shall consist of the removal of animal carcasses in areas identified and approved by the Activating Entity and organic debris removed from collected eligible white goods. The carcasses will be collected and disposed of in accordance with Natural Resource and Conservation Service (NRCS) specific guidelines. Organic waste removed from white goods shall be collected, treated and disposed of in accordance with US Environmental Protection Agency guidelines for biological hazardous waste.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.15 Eligible ROW White Goods Removal and Recycling

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs associated with the removal of, transportation and recycling of White Goods existing on the Activating Entity's ROW. White Goods containing refrigerants will be hauled to an Activating Entity approved staging area where certified technicians will remove the refrigerants based off the compensation schedule of 4.3.16, Freon Removal from Eligible White Goods.

The removal, transportation and disposal of White Goods includes obtaining all necessary Local, State and Federal Handling Permits and operating in accordance with all Local, State and Federal regulatory agencies.

The removal of putrescent organic debris from refrigerated appliances will be compensated under the terms and conditions of Section 4.3.14, Removal and Final Disposal of Eligible Putrescent Debris.

The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the declared disaster event

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.16 Freon Removal from Eligible White Goods

Under the contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the Activating Entity. The Freon containing

items will be hauled to an Activating Entity approved staging area under the terms and conditions of Section 4.3.15 Eligible ROW White Goods Removal and Recycling, and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

The removal and disposal of Freon includes obtaining all necessary Federal, State and local Permits and the final disposal/recycling facility shall be operating in accordance with all Federal, State and local regulatory agencies.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.17 Eligible Electronic Waste (E-Waste) Removal and Recycling

The contract work shall consist of removal; transportation to an Activating Entity approved staging area for electronic component removed from the ROW, packaging, and transportation to a recycling facility approved by the Activating Entity.

The recycling facility shall be approved by the Activating Entity and be in compliance with all Federal, State, and local regulations.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 4.3.18 Eligible Small Motorized Equipment (SME's) Removal and Disposal

Under the contract eligible small motorized equipment placed within the Activating Entity's right of way will be collected, hauled to a County approved staging area, all liquids evacuated, electronics removed and packaged for proper disposal at a Activating Entity approved disposal facility in compliance with all Federal, State, and local regulations. The decontaminated SME(s) will be recyclable at an Activating Entity approved recycling facility. Liquids removed from the SME's will be compensated in Section 4.3.12 and disposal of electronic components removed from the SME's will be compensated in Section 4.3.17.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

### **4.4 Technical Specifications**

#### 4.4.1 Debris Removal

All debris identified by the Activating Entity's Debris Manager or his authorized representative shall be removed. The Contractor shall make a minimum of three complete passes through the County, removing all debris along each street ROW. It is at the County's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Activating Entity or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the Activating Entity's Debris Manager or his authorized representative in writing.

Contractor shall deliver eligible disaster debris designated to be received at DMS(s) to an Activating Entity's approved DMS(s) permitted to receive disaster generated debris and in compliance with all federal, state, and local regulations. Contractor shall deliver eligible disaster C&D debris to an Activating Entity's approved final disposal facility permitted to receive C&D debris and is in compliance with federal, state, and local regulations.

Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the Activating Entity's Debris Manager or his authorized representative.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site. Hand crews will be required.

#### 4.4.2 Contractor Project Management

Contractor will provide one (1) on-site Project Manager to the County and the Activating Entity's Debris Manager or his authorized representative. The Project Manager shall provide a telephone number to the Activating Entity with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with the Activating Entity's Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected;
- Number of each debris category crew confirmed to have worked the previous day, presently working in the project area and their location;
- Geographic areas where debris has been removed and the "pass" associated with work;
- Contractor's overall progress in completing all Task Orders and estimated completion date;
- Any Contractor's coordination issues relating to an Activating Entity Representatives (number of monitors requested for the following day and type of debris operations to be monitored)
- Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns;
- Damage Claims Report and Contractor's progress in closing out claims.

A written Daily Report shall be submitted to the Activating Entity's Debris Manager or his authorized representative each morning prior to the meeting. Refer to Section 4.4.12, (3) regarding reports required content. Frequency of meetings may be adjusted by the Activating Entity's Debris Manager or his authorized representative. Contractor Project Manager must be available twenty-four (24) hours-day, or as required by the Activating Entity's Debris Manager or his authorized representative.

#### 4.4.3 DMS(s) and Final Disposal Sites

The Activating Entity will provide the Contractor with potential DMS(s) locations. In addition to the DMS(s) locations provided by the Activating Entity, the Activating Entity may task the Contractor with identifying additional DMS(s) or final disposal locations, subject to approval by the Activating Entity. The Contractor will be responsible for returning the DMS(s) to its original condition, abiding by all local, state, and federal environmental regulatory requirements and subject to final approval by the Activating Entity.

DMS(s) presently identified by the COUNTY which may be unilaterally relocated:

Name: \_\_\_\_\_

Location: \_\_\_\_\_

Use: \_\_\_\_\_

Additional DMS(s) Locations to be Determined:

Once potential DMS(s) locations are determined by the Activating Entity, the Contractor will be provided with address, GPS coordinates and estimated acreage of the identified locations.

Based on the disaster specific scope of work, the Activating Entity's Debris Manager or his authorized representative may task the Contractor with locating and preparing additional sites for use as DMS(s), subject to approval by the Activating Entity.

The Activating Entity does not warrant or guarantee the availability or use of any final disposal site. The Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the Activating Entity's Debris Manager or his authorized representative. The Contractor will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all local, state, and federal safety and environmental standards. Contractor's reduction, handling, disposal, and remediation operations must be approved, in writing, by the Activating Entity's Debris Manager or his authorized representative.

Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other County approved sites that meet local, state and federal regulations for disposal, will be made at the cost incurred by the Contractor. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility correlated with all Activating Entity issued load tickets, and proof of Contractor payment to the disposal facility. Any revenue generated by the sale of reduced vegetative debris (chips/mulch), white goods or other recovered material shall be retained by the Activating Entity.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal agencies, or of any public utilities.

The Activating Entity reserves the right to inspect the DMS(s), verify quantities and review operations at any time.

#### 4.4.4 Use of Local Resources

As per Section 307 of the Stafford Act communities are required to give preference to local firms in the award of contracts in major disasters and emergencies to the extent it is feasible and practicable. The County will take Section 307 requirement into consideration during the evaluation of the proposers' response to this RFP and

encourages the proposers to identify as such any use of local Contractors included in the required SUB-Contractor Plan. The proposers will take active measures to solicit and include MWBEs and Labor Surplus Area businesses and firms when procuring supplies and equipment, as well as awarding subcontracts and employing workmen.

#### 4.4.5 Working Hours

Monday through Sunday, the Contract hours shall only be during daylight hours or as otherwise directed by the Activating Entity. No work outside these hours shall be allowed unless approved in advance by an Activating Entity. DMS(s) work hours beyond daylight hours will be permitted on an as needed basis by Contractor request and approval by the Activating Entity.

#### 4.4.6 County Debris Site Tower Specifications

The Contractor shall provide a minimum of two (2) towers at each dumpsite for the use of County, FEMA, NCDEN, or Jones County local government representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of thirteen (13) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Section 4.3.5 DMS(s) Management and Operations.

Every tower will have access to a reliable power source with a minimum of two outlets suitable to provide safe and adequate power to a computer or other electronic devices. A twenty (20) pound ABC fire extinguisher, first aid kit, and extra personal protection equipment for visitors shall also be provided at the tower locations.

The Contractor shall provide two portable toilets and one (1) hand washing station at a safe location in proximity of the observation tower at each DMS for the use of Activating Entity representatives during their inspection of dumping operations. The toilet shall be provided

prior to start of any DMS operations and kept in a sanitary condition by the Contractor throughout the duration of operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of section 4.3.5 DMS(s) Management and Operations and will be paid according to unit price listed under item 24.5 on Schedule 1-Unit Rate Price Schedule.

Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, load assessment and off-loading of trucks may be temporarily suspended by the Activating Entity's Debris Manager or his authorized representative due to unsuitable conditions at the tower.

#### 4.4.7 Equipment

All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front, both sides, tailgate and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed at a minimum of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by

authorized Activating Entity representatives prior to its use by the Contractor. The Activating Entity's decision will be final. Un-repaired, broken or otherwise damaged bed and tail gate extensions will require re-certification of the truck

Trucks or equipment designated for use under the contract shall not be used for any other work during the contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of the contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under the contract. The Activating Entity reserves the right to require the Contractor to dismiss or remove from the project any laborers as the Activating Entity sees necessary. Any debris removal hauling units, crews or personnel dismissed from the project shall not be permitted to work on any other debris project within the jurisdictional boundaries of Jones County and must have their Activating Entity issued Truck Certification returned to the Activating Entity and the certification placard removed from the truck and destroyed

Equipment used under the contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on roadway debris removal by the Activating Entity's Debris Manager or his authorized representative.

Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Activating Entity's Debris Manager or his authorized representative, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

#### 4.4.8 Traffic Control

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). All work shall be done in conformity with all applicable Federal, State and local laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. The Activating Entity's Debris Manager, neither his authorized representative nor the Activating Entity representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Contractor shall provide qualified flag personnel, as described in the MUTCD, where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

The expense incurred by the Contractor for Section 18.8 Traffic Control shall be included within the submitted rates on Schedule 1-Unit Rate Price Schedule. No additional compensation for traffic control will be made.

#### 4.4.9 Damage to Public or Private Property

Contractor is responsible for all damage, injury or loss to any property.

Contractor shall restore all disturbed areas to their original condition, including re- grading, use of rye grass and permanent grass and any other means determined to be necessary.

Contractor failure to restore damage to public or private property to the satisfaction of the Activating Entity will result in the Activating Entity withholding retainage money in an amount sufficient to make necessary repairs.

#### 4.4.10 Existing Utilities

Some trees and debris which are to be removed under the contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. Contractor shall pay all such costs to the utility company for any adjustments.

Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the Contractor.

The following is a list of utility owners believed to have facilities in the project area:

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This list is included for the CONTRACTOR'S reference and is not intended to be a comprehensive list of all utility owners.

#### 4.4.11 Environmental Protection

All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the Activating Entity's Debris Manager or his authorized representative. Contractor shall comply in a timely manner with all directions of the Activating Entity's Debris Manager, his authorized representative, or on site Activating Entity representative regarding the use of a water truck or other approved dust abatement measures.

The Contractor shall comply with all Laws, Rules Regulations and Ordinances regarding environmental protection.

#### 4.4.12 Documentation and Measurement

##### a. Truck Certification:

Prior to beginning any work, the Activating Entity, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the Activating Entity, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized Activating Entity representative each time it returns to work

from other contracts or communities.

Contractor is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

b. Load Tickets:

Five (5) part Load Tickets will be provided by the Activating Entity or its representative for recording volumes of debris removal. Use of the Contractors Load Tickets will be considered if the information on the load ticket meets FEMA 325 recommendations. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates. Load tickets will be issued by an authorized representative of the Activating Entity at the loading site. The Activating Entity representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the Activating Entity's representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Activating Entity's representative present at the dumpsite. The Activating Entity's representative will validate, enter the estimated debris quantity, and sign the tickets. The Activating Entity will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.

c. Reports:

The CONTRACTOR shall submit a report each morning prior to the scheduled Daily Briefing referenced in Section 4.4.2. The report should accurately document the Contractor's resources and progress on debris removal operations, outstanding issues and provide coordination with the Activating Entity and the Activating Entity's representatives.

The report shall include but is not limited to the following:

- Estimated Daily and cumulative totals of each type of debris collected;
- Estimated number of days to complete the Task Order;
- Total number of load tickets indicating the number of each issued for every debris category removed the previous day;
- Location map showing cumulative and previous days roadways and public areas the CONTRACTOR has completed; indicating the "pass" crews are presently working;
- Number of crews and their work assignment (1) utilized the previous day, (2) assigned to work for the present day and (3) anticipated for the following day;
- DMS(s) Site Hazard Analysis/Inspection Report;

4.4.13 Payment

The Activating Entity, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the Activating Entity will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Activating Entity be responsible for payment of incomplete tickets.

Invoices must be submitted to the Activating Entity with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against Activating Entity records. Activating Entity records are the basis of all



payment approvals. FHWA roadway debris removal operations will be invoiced separately from ROW collection removal operations. The Activating Entity reserves the right to request additional invoice separation by debris type (C&D, ROW Vegetative Debris, Hazardous Limb, Hazardous Tree, Hazardous Stump, and Household Hazardous Waste (HHW) etc.), program (private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the Activating Entity, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Activating Entity to repair damages caused by the Contractor to public or private property.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass through cost" without mark up. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility and correlated to Activating Entity's representative completed load tickets, and proof of Contractor payment to the disposal facility.

Contractor must submit the final invoice within thirty (30) days of completion of scope of work authorized by the County's final Task Orders. Completion of scope of work will be acknowledged, in writing, by the Activating Entity's Debris Manager or his authorized representative.

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

Disaster Debris Removal and Disposal Services  
Proposal Request

State of North Carolina  
County of Jones

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Jones or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ATTACHMENT 2

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I hereby propose to perform the following prices as specified in this Disaster Debris Removal and Disposal Services Request for Proposal at the rates described on SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE and SCHEDULE 1 – UNIT RATE PRICE SCHEDULE.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the County of Jones or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the Board of County Commissioners reserves the right to reject any or all proposals.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

Federal Tax ID: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 201\_\_

Notary Public \_\_\_\_\_

My Commission expires: \_\_\_\_\_

(SEAL)

### ATTACHMENT 3

#### SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type –Emergency Clearance	Hourly Equipment Rate
Bobcat Loader, 60 Hp, w/grapple, w/Operator	
Bucket Truck w/Operator (lift height)	
Crash Truck w/Impact Attenuator and driver	
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)	
Dozer, Tracked, D6 or similar w/Operator (Wt./Hp)	
Dozer, Tracked, D7 or similar w/Operator (Wt./Hp)	
Dozer, Tracked, D8 or similar w/Operator (Wt./Hp)	
Dump Truck, 18 CY-20 CY w/CDL Driver	
Dump Truck, 21 CY-30 CY w/CDL Driver	
Dump Truck, 31 CY-70 CY w/CDL Driver	
Dump Truck 70 CY-110 CY w/CDL Driver	
Generator/ Light Plant w/fuel and maintenance(Specify KW)	
Grader w/12' Blade and Operator (Wt./Hp)	
Hydraulic Excavator, 1.5 CY ( Wt.&Hp) w/Operator	
Hydraulic Excavator, 2.5 CY ( Wt.&Hp) w/Operator	
Knuckle boom Loader,10,000 lb. Capacity w/Operator	
Lowboy Trailer w/Tractor and Driver	
Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (lift Capacity)	
Pickup Truck, .5 Ton	
Pickup Truck, 1.0 Ton	
Truck, Flatbed w/Driver ( Model &Hp)	
Water Truck,3,000-5,000 gal w/CDL Driver (List tank capacity)	
Wheel Loader, 2.5 CY, 950 or similar ( Wt.&Hp) w/Operator	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar ( Wt. & Hp) w/Operator	
Wheel Loader, 4.5 CY, 980 or similar ( Wt.&Hp) w/Operator	
Wheel Loader-Backhoe, 1.0 – 1.5 CY ( Wt.&Hp) w/Operator	
Other – Provide Separate List ( Wt.&Hp) w/Operator	

<b>Labor Category</b>	<b>Hourly Labor Rate</b>
Operations (Project) Manager w/communications and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Certified Tree Climber with Chainsaw	
Certified Chainsaw Operator (saw man)	
Laborer w/small tools, traffic control, or flag person	

**ATTACHMENT 4**  
**SCHEDULE 1 - UNIT RATE PRICE SCHEDULE**

	<b>Eligible ROW Vegetative Debris Removal (Collect &amp; Haul)</b>	<b>Est. Quantity (Yards)</b>	<b>\$ Per CY</b>	<b>Total</b>
	Work consists of removal and transport of vegetative debris on the ROW to a COUNTY approved DMS or other designated disposal facility.	100,000		
	<b>*Alternative Price by Ton (do not include in Total)</b>			
	<b>**Alternative Price Per Cubic Yard (CY) inclusive of the following four Schedule 1 Unit Rate Price Schedule items: 24.2 Eligible ROW Vegetative Debris Removal (Collect &amp; Haul), 24.9 Removal of Eligible Hazardous Trees, 24.10 Removal of Eligible Hazardous Limbs, and 24.11 Extraction of Eligible Hazardous Stumps above 24 inch and larger. (do not include in Total)</b>			
	<b>***Alternative Price by Ton inclusive of the following four Schedule 1 Unit Rate Price Schedule items: 24.2 Eligible ROW Vegetative Debris Removal (Collect &amp; Haul), 24.9 Removal of Eligible Hazardous Trees, 24.10 Removal of Eligible Limbs, and 24.11 Extraction of Eligible Hazardous Stumps about 24 inch and larger. (do not include in Total)</b>			
	<b>Eligible ROW C&amp;D Debris Removal (Collect &amp; Haul)</b>	<b>Est. Quantity (Tons)</b>	<b>\$ Per Ton</b>	<b>Total</b>
	Work consists of removal and transport of C&D debris on the ROW to a COUNTY designated disposal facility.	40,000		
	<b>Eligible Demolition, Removal, and Transport of Structures</b>	<b>Est. Quantity (Tons)</b>	<b>\$ Per Ton</b>	<b>Total</b>
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on private property.	50,000		
	<b>DMS Management and Operations</b>	<b>Est. Quantity (Yards)</b>	<b>\$ Per CY</b>	<b>Total</b>
	Work consists of the management and operation of DMS(s) for acceptance, management, segregation and staging of disaster related debris.	500,000		
	<b>*Alternative Price by Ton (do not include in Total)</b>			
	<b>Grinding of Eligible Vegetative Storm Debris (Reduction of Storm Generated Debris)</b>	<b>Est. Quantity (Yards)</b>	<b>\$ Per CY</b>	<b>Total</b>

	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by grinding.	500,000		
	*Alternative Price by Ton (do not include in Total)			
	Incineration of Eligible Storm Debris (Reduction of Storm Generated Debris)	Est. Quantity (Yards)	\$ Per CY	Total
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration.	500,000		
	*Alternative Price by Ton (do not include in Total)			

**\*All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

### SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

	<b>Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site</b>	<b>Est. Quantity (Tons)</b>	<b>\$ Per Ton</b>	<b>Total</b>
	Work consists of loading and transport of reduced debris from a County DMS to a Final Disposal Facility.	500,000		
	<b>Removal of Eligible Hazardous Trees</b>	<b>Est. Quantity (Trees)</b>	<b>\$ Per Tree</b>	<b>Total</b>
	Work consists of removing hazardous trees.			
	6 inch to 12.99 inch diameter	100		
	13 inch to 23.99 inch diameter	50		
	24 inch to 35.99 inch diameter	50		
	36 inch to 47.99 inch diameter	20		
	48 inch and larger diameter	5		
	<b>Removal of Eligible Hazardous Limbs</b>	<b>Est. Quantity (Trees)</b>	<b>\$ Per Tree</b>	<b>Total</b>
	Work consists of removing (cutting) hazardous limbs from trees. Unit price is per tree.	300		
	<b>Extraction of Eligible Hazardous Stumps</b>	<b>Est. Quantity (Stumps)</b>	<b>\$ Per Stump</b>	<b>Total</b>
	Work consists of removing hazardous stumps, backfill, transport and final disposal. All inclusive price.			
	Greater than 24 inch to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	40		
	49 inch and larger diameter	5		
	<b>Eligible HHW Removal, Transport and Disposal</b>	<b>Est. Quantity (Pounds)</b>	<b>\$ Per LB</b>	<b>Total</b>
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and disposal of Eligible Household Hazardous Waste at County approved TSDF.	100		
	<b>Removal of Eligible Abandoned Vehicles</b>	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
	Work consists of the removal of Eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	10		

**\*All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**



### SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

	<b>Removal and Final Disposal of Eligible Putrescent Debris</b>	<b>Est. Quantity (Tons)</b>	<b>\$ Per Ton</b>	<b>Total</b>
	Work consists of the removal of food products from staged white goods and removal of animal carcasses approved by the County and final disposal in County approved facility.	40		
	<b>Eligible White Goods Debris Removal and Recycling</b>	<b>Est. Quantity (Yards)</b>	<b>\$ Per CY</b>	<b>Total</b>
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and recycling of White Goods.	300		
	*Alternative Price by Ton (do not include in Total)			
	<b>Freon Removal from Eligible White Goods</b>	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
	Work consists of the recovery and disposal of refrigerants from items containing Freon.	300		
	<b>Eligible Electronic Waste (e-waste) Removal and Recycling</b>	<b>Est. Quantity (Yards)</b>	<b>\$ Per Unit</b>	<b>Total</b>
	Work consists of the removal, transportation to County approved staging area and packaging for recycling.	50		
	*Alternative Price by Ton (do not include in Total)			
	<b>Eligible Small Motorized Equipment Removal and Disposal</b>	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
	Work consists of collection, oil and fuel recovery and disposal and recycling at a County approved facility.	50		
	<b>Total Estimate Contract Price</b>			

**\*All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

**ATTACHMENT 5**  
**Federal Contracting Requirements**

The following federal provisions apply and shall be contained in any contract awarded under this RFP pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as may be applicable):

- A. Equal Employment Opportunity (41 C.F.R. Part 60);
- B. Davis-Bacon Act (40 U.S.C. 3141-3148);
- C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145);
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
- F. Debarment and Suspension (Executive Orders 12549 and 12689);
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- H. Procurement of Recovered Materials (2 C.F.R. § 200.322); and
- I. Record Retention Requirements (2 CFR § 200.324)

**JONES COUNTY**  
**MULTI-JURISDICTIONAL REQUEST FOR PROPOSALS**  
**FOR**  
**DISASTER DEBRIS MONITORING SERVICES**

**I. Introduction**

The County of Jones (COUNTY) soliciting proposals from qualified firms, for the purpose of entering into a contract to provide consulting services in preparation for and in the event of natural disasters or other debris generating events herein after referred to as Contractor. These services include participation in annual workshops or planning meetings with COUNTY Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the COUNTY with a half day training session on the most current FEMA 325 Public Assistance Debris Management Guide, FEMA 327, Public Assistance Debris Monitoring Guide, recent FEMA Fact Sheets , policy guides and FHWA Emergency Relief Program changes.

Jones County, North Carolina is located in Southeastern North Carolina bounded by Carteret, Craven, Duplin, Lenoir, and Onslow Counties. The county is 50th in size in the state with a land area of approximately 467 square miles. The county has three (3) incorporated municipalities. According to the 2015 Census, Jones County has a population of approximately 10,013. The safety of residents during and after a disaster is a top priority for Jones County government. Part of ensuring the safety of citizens in the aftermath of a disaster is dependent upon a timely cleanup process.

There are three (3) incorporated municipalities within Jones County. They include: Trenton, Maysville, and Pollocksville. Jones County and/or any or all of the incorporated municipalities may participate in the terms and conditions of the resulting contract by activating it as the Activating Entity. Any Activating Entity will enter into a separate contract between Contractor and the Activating Entity following a disaster. Any incorporated municipality named in this RFP may activate the contract as an Activating Entity or may, in the alternative, enter into an Interlocal Agreement requiring Jones County or its Contractor to complete the debris monitoring services within their (municipal) borders if Jones County has activated the contract as an Activating Entity. The Contractor will be prepared to perform services identified under the resultant contract in these municipalities following activation and specific guidance from any Activating Entity following receipt of an executed agreement. However, the same

restrictions regarding Federal and State Highways, and Federal Aid Secondary Routes and private property restrictions will apply in the municipalities.

The resulting contract term will be for three (3) years with the option to extend the contract for two (2) additional one (1) year periods upon mutual agreement of both parties. Price adjustments for the resulting contract schedule rates will be considered prior to each of the two (2) renewal option years. The price adjustment shall not exceed the average of the Consumer Price Index for All Urban Areas during the twelve months prior to renewal or five (5%) percent, whichever is less. Contractor shall submit the requested price adjustments to the County's designated contract administrator thirty (30) days prior to the contract renewal date. All work set forth in the Scope of Work must be approved by personnel authorized by the Authorizing Entity to act as the "Debris Manager" or the Debris Manager's authorized representative.

Copies of the RFP may be obtained by contacting Jones County Manager, Mr. Franky Howard at 252-448-7571 or on the Jones County Government website at [www.jonescountync.gov](http://www.jonescountync.gov).

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions in Section II C, and Proposal Submittal Requirements. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

The County reserves the right to request additional information from the proposers and to reject any and all proposals. The County reserves the right to judgmentally select the successful bidder and agreement that best meets the needs of the County.

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

The County will receive proposals at the time and place noted in this document. At that point, the County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Any interlineations, alterations or erasures must be initialed by the signer of the proposal.

Negligence or error on the part of any Contractor in preparing its proposal confers no right of withdrawal or modification of their response after time has been called. Sureties and principals are advised that the COUNTY cannot give consideration to any "plea of error" in preparation of the bid, except in accordance with N.C.G.S. 143-129.

## **II. General Requirements**

### **A. Proposal Contact**

This RFP and any subsequent action taken as a result thereof, are issued by the Jones County Board of Commissioners on behalf of the County. Proposal responses should be directed specifically, as outlined herein. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Jones County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Proposer to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Proposer from award for items or services on this RFP.

### **B. Proposal Format**

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package, with Proposer's name, RFP number, and proposal closing time/date marked clearly on the proposal submission.

Provide one (1) original and three (3) copies of complete proposal packages and one digital version on CD in a commonly accepted computer format such as Portable Document Format (pdf). The proposal packages shall be arranged and presented as stipulated in Section II C. Proposal packages are to be delivered to:

**Jones County, North Carolina  
Jones County Administration Building  
418 Hwy 58 N., Unit A  
Trenton, NC 28585  
Attn: Franky Howard, County Manager**

The County must receive proposals no later than 12 noon, \_\_\_\_\_, 2018. The time of receipt shall be determined by the time clock in the Jones County Administration office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2)

ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Emailed responses will not be accepted or considered.

### **C. Proposal Submission Requirements**

Submittals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The package submitted shall not exceed twenty-five (25) sheets (50 pages double-sided). Front/back covers, Table of Contents and Tab pages are excluded from these totals. The proposal must be divided into twelve tabbed sections with references to all parts of this Request for Proposals (RFP) done on a section number/paragraph number/letter basis. Complete responses to each of the following categories are required. All submittals must contain the following information:

#### **1. Introduction- Executive Summary and Company Information**

##### **a. Executive Summary**

The purpose of the Introduction is to provide information about the proposing Contractor, as well as the Contractor's approach to this type of contract. Specifically, the executive summary should be written in non-technical language that can be clearly understood by non-technical County officials. The section should be concise and should present only information that is relevant to this contract.

Each respondent shall provide the following company information:

- b. Contractor's name and business address, including telephone and fax number, email address, website address.
- c. The type of Contractor (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- d. Year established. Include former Contractor name(s) and year(s) established, if applicable.
- e. The name, title, address and telephone number of the Contractor's primary contact for this contract. The person identified must be empowered to make binding commitments for the Contractor and its subcontractors.
- f. A copy of the most recently audited financial statement.

#### **2. Technical Approach**

Provide a general discussion of the proposing Contractor's technical project approach to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA, FHWA and the County.

### **3. Training and Safety**

Provide a copy of Contractor's internal training program. Provide under separate cover the Contractor's Debris Removal and DMS Monitors' training manual and Operations Plan to include Project Health and Safety Plans for all operations.

### **4. Qualifications of Contractor**

Provide evidence of satisfactory completion of disaster debris monitoring in the past seven (7) years at similar jurisdictions by providing the following:

- (1) Type of disaster: hurricane, tropical storm, tornado, flood, etc.
- (2) Type of jurisdiction: city, county, district, or combination. Collection and DMS debris monitoring assignments- numbers of monitors deployed
- (3) Scope, project budget, and operational duration
- (4) FEMA/FHWA reimbursements actions and issue resolution
- (5) Sub-Contractor(s)/subcontractors that are proposed for this project

### **5. Claims**

Seven (7) year claims/litigation history, claims resolution, and status of the claims.

### **6. References**

Provide at least five (5) references for which the Contractor has performed services within the past seven (7) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, email address, telephone number along with date and amount of the contract.

### **7. Qualifications of Staff**

Key project staff (management staff including, but not limited to: Debris Removal Operations project manager, collection and disposal operations field supervisors, clerical/data supervisor etc.) must be full-time employees of the proposing Contractor and have the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Each proposed key project staff person must demonstrate experience managing debris monitoring for at least three (3) government entities involving a minimum of 500,000 cubic yards of debris for each client.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, hauler invoice reconciliation, NRCS Emergency Watershed Protection Program.

## **8. Other Requirements**

Provide a time line detailing the pre-event planning (based on hours/days after award).

## **9. Exceptions**

List any exceptions/deviations to the RFP specifications on a separate page.

## **10. Project Management**

Contractors must provide a proposed organizational chart for services to be provided to the County. This must include:

- Resumes of key professional staff anticipated to work on Jones County projects.
- Description of the type of involvement by individuals within the firm with the County contract.
- Information regarding the current workload for the key staff to address the applicants' ability to supply adequate staffing for the contract.
- Detailed information on the staff's experience demonstrating current capacity and current expertise in debris removal management and disposal.

## **11. Existing Contracts**

## **12. Hourly Rates and Fees**

Submit an hourly billing rate schedule for all RFP required staff that will be assigned to work on this contract.



#### D. General Comments

Any cost incurred by respondents in preparing or submitting a proposal for the Project shall be the respondents' sole responsibility.

All responses, inquiries or correspondence relating to this RFP will become the property of Jones County when received.

#### E. Acceptance of Jones County Service Agreement

All applicants must be able to comply with the requirements of the standard Jones County Service Agreement and agree to the terms contained in the agreement. A copy of the agreement is attached to the RFP. See "Attachment A".

#### F. Schedule

<u>Task / Activity</u>	<u>Completion Date</u>
Proposals Due from Contractors	_____, 2018

#### G. Selection Process

The RFP will be put on the Jones County website and the RFP will be advertised as required and solicit proposal from various sources to promote competition. Upon receipt of the packages from respondents, the County Manager and other necessary staff will review and select the Contractor that appears to be the lowest responsible, responsive bidder for the Project. Following the County Manager's selection, he will begin negotiations with a specific Contractor, the Jones County Manager will begin those negotiations. After successful negotiations of specific contract terms, conditions, fees, etc., with the selected Contractor, the proposed contract will be forwarded to the Jones County Board of Commissioners for approval.

#### I. Evaluation Criteria

The following criteria will be the basis on which Contractors will be selected for further consideration:

Specialized or appropriate expertise of the key professional staff with this particular type of project

Adequate depth of experienced staff and proposed team for the project

Demonstrated understanding of current FEMA 325, FEMA 327 and FHWA ER program monitoring and documentation requirements

Current workload

References

Contractor's proposed hourly rates for services

Previous experience of the Contractor with disaster debris monitoring, management and training

Previous experience of the Contractor with disaster debris monitoring management and training

Previous experience of the Contractor with Jones County or other municipal clients

Other factors that may be appropriate for the project

The above listing does not indicate the order of importance. The selection committee shall establish a priority ranking for the final list of criteria for the project.

#### J. Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Jones County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

#### K. Interpretations, Discrepancies, and Omissions

Submit written questions about this RFP to Franky Howard: fhoward@jonescountync.gov by \_\_\_\_\_ a.m., \_\_\_\_\_, 2018.

No questions or requests for clarifications will be accepted after this time. Responses to questions will be posted at [http:// www.jonescountync.gov](http://www.jonescountync.gov). under Public Notices. Any addenda and clarifications will be issued by \_\_\_\_\_ p.m., \_\_\_\_\_, 2018.

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only

requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect.

#### **L. Award**

Jones County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

#### **M. Retention of Proposer Material**

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

### **III. Contracting Information**

#### **A. Certification**

The Proposer hereby certifies that it has carefully examined this Request for Proposals and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

#### **B. Conflict of Interest**

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall

include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Jones County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

#### C. Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

#### D. Indemnification

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, its Sub-Contractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit. The County shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of the Contractor's general indemnification of the County from liabilities that are in any way related to Contractor's performance under this Agreement.

#### E. Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent Contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by the contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

#### F. Governing Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina, Jones County. Should any portion of any contract be in conflict with the laws of the State of North Carolina, Jones County the

State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Venue for contract conflicts shall be Jones County, North Carolina.

#### G. Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Jones County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

#### H. Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Jones County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

#### I. Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make

no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

#### **J. New Services**

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract and subsequent issuance of a Work Order.

#### **IV. Insurance Requirements**

The CONTRACTOR shall obtain, at his sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in full effect and certification thereof has been received by Jones County's Finance Office.

A. Workers Compensation Insurance with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.

B. Commercial General Liability with combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

C. Commercial Automobile Liability with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and /or are brought on a Jones County site.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Finance Office. Insurance Policies shall be endorsed to show Jones County as a certificate holder.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

**Franky Howard  
Jones County Manager  
418 Hwy 58 N., Unit A**

## **Trenton, NC 28585**

If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Jones County may be considered. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

### **V. Safety**

The Contractor shall be solely responsible to assure the safety of their personnel in all activities that they and their Sub-Contractors perform. The Contractor shall also provide and take measures to protect the public and county personnel during their activities. Actions may include but are not limited to removal of unsafe equipment and unsafe personnel. Contractor will also be solely responsible to ensure that all Contractors' personnel are compliant with OSHA workplace requirements and are familiar with and adheres to the Debris Removal Contractors' Safety Plan at the debris loading site and DMS(s). The DMS Field Supervisor or his designated DMS site monitor shall accompany the Debris Removal Contractors' Project Safety Officer on the daily DMS Site Hazard Analysis Inspection.

### **VI. Termination by the County**

The COUNTY may terminate the pursuant contract if the Contractor:

- Persistently or repeatedly refuses or fails to supply enough properly skilled personnel;

- Fails to make payment to Sub-Contractors for materials or labor in accordance with the respective Contracts between the Contractor and Sub-Contractors;

- Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or

- Otherwise is guilty of breach of a provision of the contract documents.

When any of the above reasons exist, the County may without any other rights or remedies of the County and after giving the Contractor 48 hours' written notice, terminate employment of the Contractor and finish the work by whatever reasonable method the County may deem expedient.

When the County terminates the contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the County's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive termination of the contract.

The County or Contractor may terminate this contract at any time for any reason by giving at least thirty (30) days notice in writing to the other party. If the contract is terminated by the County as provided herein, the Contractor will be paid per the contract for work completed as of the date of termination.

#### **VII. Non – Waiver of Rights**

It is agreed that the County's failure to insist upon the strict performance of any provision of the pursuant contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under the contract.

#### **VIII. Findings Confidential**

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Contractor under the pursuant contract are the property of the County.

#### **IX. Binding Effect**

The pursuant contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent Contractor and Sub-Contractor of the parties.

#### **X. Continuing Obligation**

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the pursuant contract.

#### **XI. References**

Use of the masculine includes feminine, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract. References to the County shall also mean Activating Entity when referring to obligations and matters occurring upon activation of any contract awarded hereunder.



## **XII. E-verify**

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

## **XIII. Iran Divesture Act**

CONTRACTOR, by submitting a response to this RFP, certifies that it/he/she is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this contract which is listed on the Final Divestment List.

## **XIV. Records Retention and Review**

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of three (3) years following notification by the COUNTY in writing that a Federal Emergency Management Agency, Public Assistance final status report (project close-out report) has been issued by North Carolina Department of Emergency Management.

## **XV. Written Work Orders**

The County shall issue an official written Work Order for the services referenced in the contract. The Work Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Work Order has been sent and received by the Contractor. Contractor must acknowledge receipt of the written Work Order.

## **XVI. Location of Work**

The designated area for monitoring Contractor or County forces debris removal is bounded by the County's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative. The County Debris Manager or his authorized representative may also authorize the Contractor to monitor Contractor performing debris removal on North Carolina Department of Transportation roadways NOT eligible for FHWA reimbursement or other areas as directed in writing by the County Debris Manager or his authorized representative.

The Contractor may be tasked with monitoring debris removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the North Carolina State System Roads within the jurisdictional boundaries of Jones County. A separate Work Order will be issued for this work. All Contractors' associated cost to manage, monitor and document the work, including load tickets, debris management, reduction and final disposal, manifest and weight tickets, shall be tracked and invoiced separate from all other work.

NC Department of Transportation crews or their designated contractors will remove debris from FHWA eligible routes. The Contractors' monitoring personnel should not allow the County Debris Contractor to enter these routes and perform debris removal. Unless agreed to in writing, the Contractors' monitoring personnel should not allow the Contractor to remove debris from the ROW on Interstate routes, US-designated routes, NC-designated routes or secondary routes eligible for FHWA reimbursement.

## **XVII. Project Summary**

Provide Disaster Debris Monitoring Services on an as-needed basis. Jones County will contract with qualified Contractor(s) to assist in the monitoring of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Contractor(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration.

## **XVIII. Scope of Work Overview**

The County is seeking the services of qualified Contractors or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Management and monitoring services may include eligible debris generated from the public rights-of-way, private property, drainage structures, public use areas, parks, County and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative, County, and Debris Removal Contractor.
- Scheduling work with all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.

- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in Federal Emergency Management Agency (FEMA)/October 2010, Public Assistance Debris Monitoring Guide (or latest version of the guide).
- Entering load tickets into a monitoring Contractor provided database application.
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the County informed of work progress. Refer to Section D for reports and documentation requirements.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Assimilation of County's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, DMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.
- The Debris Monitoring Contractor may also be requested to provide the following services if tasked by the County:
  - Procurement assistance for debris removal contractors and other services as requested.
  - Selection and permitting of Debris Management Sites (DMS(s) locations and any other permitting/regulatory issues as necessary,
  - Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Committees.
  - Technical support and assistance in developing public information.
  - Other training and assistance as requested by the County.
  - Other reports and data as may be required by the County.
  - Other debris management/consulting services identified/required and tasked by the County.

If requested, the debris monitoring Contractor may be tasked to assist with post-disaster damage assessment services for support of the Preliminary Disaster Assessment (PDA).

## **XIX. Scope of Services for Debris Monitoring**

Provide debris monitors and debris monitoring services to assist Jones County with monitoring Contractors' debris removal, management and reduction activities, and disposal operations. The services are debris removal contract compliance, documentation of contractors' field and Debris Management Site(s) (DMS) activities, coordination and inspection. All debris monitoring activities are to be in compliance with FEMA 321, FEMA 322, FEMA 325, FEMA327, FEMA Recovery Policy 9500 series, event issued Disaster Specific Guidance, FHWA Emergency Relief Program grant requirements, NRCS Emergency Watershed grant requirements, and local, state and federal guidelines. Jones County will issue individual Work Orders for the desired scope of services. The County may select, in conjunction with the Contractor, what services and personnel are required to efficiently and effectively complete the Work Order.

## **XX. Pre-Event Requirements**

Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Contractor will provide at no cost to the County a half-day debris management training session that meets at a minimum the requirements for debris monitors as outlined in the most current FEMA 327 Public Assistance Debris Monitoring Guide.

## **XXI. Post –Event Requirements**

Contractor will assist with load inspections of eligible disaster debris removal being performed by one or more debris hauling and disposal contractors or County agencies.

Contractor shall supply sufficient numbers of trained monitors and field supervisors to accommodate the volume of debris to be removed at loading sites, DMS(s) and final disposal sites.

The Contractors' resources and cost should be proportional to the eligible debris required to be removed.

Contractor shall provide one field supervisor to oversee no more than ten (10) loading, DMS, or final disposal site(s) monitors. The COUNTY DEBRIS MANAGER or his authorized representative will approve the numbers of specific personnel assigned to the project by issuance of a Work Order.

Contractor shall remove and replace employees immediately upon written notice from the County, County Debris Manager or his authorized representative for conduct or actions not in keeping with this contract. Contractor's personnel are expected to be

safe, courteous, and professional in the manner by which they interact with the debris removal contractors' personnel, general public and County's personnel.

## **XXII. Personnel Requirements and Responsibilities**

### **A. Debris Monitoring Field Supervisor**

Contractor will provide one (1) debris monitoring field supervisor for no more than ten (10) loading site monitors. Services included, but not limited to:

Overseeing and supervising loading site and disposal site debris monitoring activities

Scheduling debris monitoring resources and deployment times

Coordinating daily activities and future planning

Communicating and coordinating with County and County Debris Manager

Providing suggestions and implementing improvement measures to expedite project completion

Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility

Supervising the accurate measurement of loading units' compartments and accurately computing volume capacity in cubic yards, accurately completing and assimilating all Truck Certification forms and digital photo documentation into a master logbook

Compiling, reconciling, and documenting daily, in electronic format, all eligible debris, by category, hauled by the debris removal contractor

### **B. Debris Loading Site Monitor**

Contractor shall provide on-site street level debris monitoring at all debris removal contractor loading sites to verify eligibility based on monitoring contract's requirements and initiate debris removal documentation using load tickets. Services shall include, but not limited to:

Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations

Constant observation of the collection activities of contractor's crews and equipment

Issuing load tickets

Checking the area for safety considerations such as power lines, utilities, citizen on-lookers, and maintenance of traffic as prescribed in the Manual of Uniform Traffic Control Devices (MUTCD)

Ensuring that the debris removal contractor crews are not comingling debris categories as trucks are loaded

Perform a pre-loading inspection of the area to identify potential loading issues created by utilities, document existing damage to utilities, and document damages by contractor to utilities and homeowner personal property within the ROW

Properly monitor and record performance and productivity of debris removal crews

Ensure that loads are contained properly before allowing debris loaded trucks leave the site

Ensure only eligible debris is loaded by the debris removal crews

Ensure crews remove all eligible debris from the loading site area before allowing them to move to another loading site.

#### C. DMS/Tower Monitors

Contractor shall provide debris tower and Debris Management Site (DMS) monitors to verify estimated quantities of eligible debris hauled by the debris removal contractor(s) and documented on load tickets. Services include, but not limited to:

Provide trained debris monitoring personnel to perform and complete required Truck Certifications forms by accurately measuring load hauling units' compartments and accurately computing volume capacity in cubic yard for all contractor hauling units prior to the start of debris removal operations by the debris removal contractor and conducting random Re-Certification of contractors' trucks during the life of the project.

Completing record of contract haulers' cubic yardage and other record keeping as required by the contract or county debris project manager

Signing each load ticket of eligible debris presented at the DMS entrance observation tower before allowing the truck to proceed to the appropriate off-loading area within the DMS

Remain in regular contact with the Field Monitoring Supervisor and the DMS Field Supervisor tower field supervisor.

Assist the DMS Field Supervisor as needed to conduct DMS daily hazard analysis inspections with the debris removal contractor.

**D. Clerical/Data Entry Supervisor**

Contractor shall provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include but are not limited to:

Supervising the preparation of detailed estimates and submitting them to the County Debris Manager or his authorized representative.

Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes

Providing daily, weekly, or other periodic reports for the County Debris Manager or his authorized representative noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecast/updates

**E. Clerical Staff/Data Entry Clerk**

Contractor shall provide clerical staff/data entry clerk(s) as required to accurately enter load ticket information into the Contractor's information management systems and to respond to specific directions from data entry supervisor.

**F. GIS Technician**

Contractor shall provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within DMS(s), and other mapping and geocoding as may be requested by the County Debris Manager or his authorized representative.

**XXIII. Required Documentation and Reports**

The Contractor shall provide all documentation as required to support the progress of the debris removal contractor, monitors, and the general progress of the project. The following is a list of reports; who is responsible for providing information in support of the reports and the accuracy of the reports.

#### A. Project Manager's Daily Report

The project manager must document time in accordance with Disaster Assistance Policy (DAP) 9525.6, Project Supervision and Management and Supervision cost differ from eligible debris monitoring cost and shall be accounted for with a level of documentation sufficient to meet reasonableness of effort and cost requirements. The Project Manager will be expected to participate in the Daily Debris Operations meetings with the debris removal Contractor's project manager, County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

Volumes of each debris category collected

Number of each debris category monitor confirmed to have worked the previous day, presently working in the project area and their location

Geographic areas where debris has been removed and the "pass" associated with work

CONTRACTOR'S overall progress in completing all Work Orders and estimated completion date

Any CONTRACTOR'S coordination issues relating to the CONTRACTOR or COUNTY Representatives

Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns

Damage Claims Report and confirmation of CONTRACTOR'S progress in closing out claims

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Frequency of meetings may be adjusted by the COUNTY DEBRIS MANAGER. CONTRACTOR's Project Manager must be available twenty-four (24) hours-day, or as required by the County Debris Manager or his authorized representative.

The Project Manager is responsible for providing a written summary report each morning prior to the required Daily Debris Operations Meeting. The report shall include but not limited to the items listed above and a copy of the following documents and reports;

#### B. Loading Monitors Field Supervisor Daily Report



Loading Monitors' Supervisor's daily report shall be filled out each day of work by the loading site field supervisor. The report shall include but is not limited to: work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, names of each monitor under your direct supervision, areas worked, and issues encountered.

#### C. Load Tickets

Each loading site monitor shall have adequate load tickets to support his loading crew(s) for the entire work day. Load tickets will be initiated at the loading site by the loading site monitor, given to the debris hauler transporting the debris to the DMS or County approved final disposal site, transferred to the DMS tower monitor or final disposal facility monitor for completion. The tower/facility monitor is responsible for QA/QC of the ticket and ensuring the ticket is transferred to the DMS Field Supervisor or data entry personnel. Time and expense of correcting incomplete and inaccurate load tickets initiated by the Contractor's monitors is the responsibility of the Contractor.

#### D. Truck Certification Forms

Truck Certification Forms shall be calculated and completed by the Contractor's Project Manager, Field Supervisors or other qualified Contractor representative in conjunction with the Debris Removal Contractors representative(s). Debris Removal Contractors shall not certify trucks but may assist the Contractor's representative.

#### E. Load Site Monitor's Daily Report/ Ticket Log

The loading site monitor's daily report shall be filled out each day of work by each loading site monitor. The report shall include but is not limited to: work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, name of supervisor monitor reports to, areas worked, and issues encountered. The report shall also list each unique ticket number and debris category on all load tickets initiated including voided tickets.

#### F. DMS Monitor's Report/Ticket Log

DMS Monitor's Daily Report shall be completed each day of work by each DMS monitor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated, debris category monitoring, and issues encountered. A Daily Debris Tower/Site Monitoring Log similar to the one listed in FEMA 327, Appendix B; Figure B-4 that captures the same information in addition to listing the loading site monitor that initiated the load ticket may be used.

#### G. DMS(s) Field Supervisors Report

DMS(s) Monitors' Supervisors Daily Report shall be completed each day of work by the loading site supervisor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated, names of each monitor under your direct supervision, DMS(s)/Final Disposal Facility under your direct supervision worked, and issues encountered. Note any DMS Site Hazard Analysis issues noted for that day's inspection of the DMS.

#### H. Data Entry Staff Daily Report

The Data Entry Daily Staff Report shall be completed each work day by the Data Entry/Clerical Supervisor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each data entry staff person working on this project, the number of tickets entered, and number of un-reconciled tickets. The total number of reconciled tickets shall be listed by debris category. Denote any issues regarding monitors inability to correctly initiate and complete a load ticket, missing tickets and corrected tickets

#### I. Debris Collection Summary Sheet

The Debris Collection Summary Sheet shall be completed each day of work by the Data Entry Supervisor and confirmed accurate by the Contractor's Project Manager.

#### J. GIS Daily Report

The GIS Daily Report shall be completed each work day by the supervising GIS technician each day of work. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each GIS staff person working on this project, the total number of hazardous trees, limbs, and stumps geocoded during the work day and a listing of maps produced for the project, any issues encounter regarding information submitted from field staff and measures taken to correct any data.

ATTACHMENT A

NORTH CAROLINA

**CONTRACTED SERVICES AGREEMENT**

JONES COUNTY

**THIS CONTRACTED SERVICES AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **COUNTY OF JONES**, a public body and corporate of the State of North Carolina ("District"); and \_\_\_\_\_, a North Carolina Corporation doing business in Jones County, North Carolina ("Contractor").

**WITNESSETH:**

**WHEREAS**, Contractor provides certain services related to debris monitoring and,

**WHEREAS**, the parties desire to enter into an agreement for Contractor to render such services to County.

**NOW, THEREFORE, BE IT RESOLVED** by the parties as follows:

**ARTICLE 1**

**Responsibilities of Contractor**

- 1.1 Contractor** agrees to provide those services as more fully set forth in Scope of Work

**1.2** Contract shall obtain and maintain in full force and effect, at its sole expense, the following insurance coverages:

A. Comprehensive or commercial general liability: no less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate..

B. Comprehensive automobile liability covering owned, hired and non-owned vehicles with minimum limits of Five Hundred Thousand dollars (\$500,000) per person and Five Hundred Thousand dollars (\$500,000) per accident for bodily injury, and Five Hundred Thousand dollars (\$500,000) property damage.

C. Workers compensation insurance as required by law. Contractor shall provide to County a certificate of its insurance coverage. Furthermore, Contractor shall name County as an additional insured, and shall at all times maintain a provision in its insurance coverage that no policy hereunder may be amended without thirty (30) days advance written notice to County.

**1.3** Contractor shall provide its services hereunder timely, using that degree of care and professionalism as exercised by similar professionals providing such services.

**1.4** At Contractor's cost, Contractor shall be responsible for obtaining all necessary permits and complying with all safety requirements, including OSHA.

**1.5** Contractor shall comply with all rules and regulations of Jones County.

**1.6** Contractor shall be licensed, if necessary, within the State of North Carolina for the trade (s) required to perform contracted duties.

## **ARTICLE 2**

### **Responsibilities of County**

**2.1** County shall compensate Contractor as more particularly set forth in Exhibit "A". Any change orders must be approved by an authorized County representative.

**2.2** County shall provide reasonable assistance to Contractor in the performance of Contractor's duties contained herein.

### **ARTICLE 3**

#### **Term**

The term of this Agreement shall begin from receipt of Notice to Proceed and continue through June 30, 2021. This Agreement shall be renewable, at the sole discretion of County, for an additional one (1) year periods, with the same terms and conditions. This Agreement may be terminated by either party upon thirty (30) days advance written notice.

### **ARTICLE 4**

#### **Independent Contractor**

In the performance of services hereunder, the Contractor and its agents shall at all times act as an independent contractor practicing their profession and not as employees of the County. Contractor and its agents shall not have any claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any other kind.

### **ARTICLE 5**

#### **Defective Work**

Contractor agrees to promptly correct all defective work indicated as such by County, and hereby guarantees all work for a period of one (1) year. The guarantee shall commence upon the date of final completion and acceptance by the County.

**ARTICLE 6**  
**Miscellaneous**

**6.1 Entire Agreement; Modification:** This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties hereto with regard to the compensation of Employee. It may not be amended or modified except by an instrument executed by both Parties.

**6.2 Severability:** If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the Parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

**6.3 Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

**6.4 Assignment:** Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

**6.5 Headings:** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

**6.6 Duplicate Originals:** This Agreement shall be executed in duplicate originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**6.7 E-Verify Certification.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor

utilizes a subcontractor for any purpose under this Agreement, it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**6.8 Federal Funds:** If the source of funds for this Agreement is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as may be applicable):

- A. Equal Employment Opportunity (41 C.F.R. Part 60);
- B. Davis-Bacon Act (40 U.S.C. 3141-3148);
- C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145);
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
- F. Debarment and Suspension (Executive Orders 12549 and 12689);
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- H. Procurement of Recovered Materials (2 C.F.R. § 200.322); and
- I. Record Retention Requirements (2 CFR § 200.324)

Further, to the extent any of the provisions of this "Federal Funds" paragraph conflicts with any other provisions of this Agreement, the provisions of this paragraph shall control and take precedence.

**6.9 Governing Law; Venue:** This Agreement shall be interpreted and enforced pursuant to laws of the State of North Carolina. Venue for any action, whether in law or equity, shall be Jones County, North Carolina.

**IN TESTIMONY WHEREOF**, the parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the parties, the day and year first above written.

**COUNTY OF JONES**

By: \_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Title: \_\_\_\_\_

**ATTEST/WITNESS:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

Date: \_\_\_\_\_



## SCOPE OF WORK

### *Services to be provided to Jones County:*

1. Disaster Debris Monitoring Services could potentially include but are not limited to:
  - (a) Coordinating daily briefings, work progress, staffing, and other key items with the County.
  - (b) Selection and permitting of Debris Management Sites(s) (DMS) locations and any other permitting/regulatory issues as necessary.
  - (c) Scheduling work for all team members and contractors on a daily basis.
  - (d) Hiring, scheduling, and managing field staff.
  - (e) Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
  - (f) Assisting the County with responding to public concerns and comments.
  - (g) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
  - (h) Entering load tickets into a database application.
  - (i) Digitization of source documentation (such as load tickets).
  - (j) Developing daily operational reports to keep the County informed of work progress.
  - (k) Development of maps, GIS applications, etc. as necessary.
  - (l) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
  - (m) Project Worksheet support documentation and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
  - (n) Final Report and appeal preparation and assistance.
2. The Contractor shall provide, as Tasked, Debris Management Planning and Training as directed by the County to include, but not limited to:

(a) Development of a debris management plan – including identification of an adequate number of DMS locations.

(b) Procurement assistance for debris removal contractors and other services as requested.

(c) Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Committees.

(d) Technical support and assistance in developing public information.

(e) Other training and assistance as requested by the County.

(f) Other reports and data as required by the County.

(g) Other emergency management/consulting services identified/required by the County.

MEMORANDUM OF AGREEMENT FOR HURRICANE FLORENCE

between the

North Carolina Department of Transportation

and the

Local Government Agency of \_\_\_\_\_

This Memorandum of Agreement (hereinafter, "Agreement") is made on the last date entered below between the North Carolina Department of Transportation (hereinafter, "NCDOT") and \_\_\_\_\_ (hereinafter, "LGA ") (collectively referred to hereinafter as "the Parties") for the emergency removal of hurricane related debris associated with Hurricane Florence,

WHEREAS, the Governor has declared a State of Emergency for Hurricane Florence pursuant to Chapters 14 and 166A of the North Carolina General Statutes; and

WHEREAS, the State has implemented the North Carolina Emergency Operations Plan (hereinafter, "NCEOP"), and NCDOT has been called upon to perform certain functions, including the removal of hurricane related debris deposited by the storm from the right of way of state maintained roads, pursuant to the NCEOP; and

WHEREAS, by Executive Order 62, NCDOT has been authorized to both conduct and arrange for Hurricane Related Debris removal, including, but not limited to, vegetative debris, components of structures, sand, mud, silt, gravel, rocks, boulders, vehicles, and vessels, from public rights-of-way along state maintained routes until such time that NCDOT is relieved of primary responsibility for the removal of hurricane related debris; and

WHEREAS, the LGA has requested that it be allowed the opportunity and responsibility to perform certain of those NCDOT functions as set forth in the NCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the Parties have conferred as to the best methods and practices to allow the LGA to assume these responsibilities;

NOW THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
  - A. "State Maintained Roads" shall mean those roads maintained by NCDOT, including both Federal-Aid routes and Non-Federal-Aid routes.
  - B. The term "Hurricane Related Debris" shall be such debris as shall be eligible for reimbursement by the North Carolina Department of Public Safety, Division of Emergency Management (hereinafter, "DEM") or the Federal Emergency Management Agency (hereinafter, "FEMA") generated as a direct result of Hurricane Florence.
2. As a result of the State of Emergency for Hurricane Florence, declared pursuant to Chapters

14 and 166A of the North Carolina General Statutes and pursuant to Executive Order 62 referenced above and upon a determination by the Parties that it is desirable that the LGA be responsible for removal of Hurricane Related Debris from the right of way of State System Roads, NCDOT shall issue to the LGA a written Notice to Proceed with debris removal.

3. The LGA shall remove and dispose of Hurricane Related Debris on all identified State Maintained Roads. In so doing, the LGA shall comply with all FEMA and DEM requirements regarding Hurricane Related Debris removal and disposal including landfill quantity calculations and site disposal costs.
4. The LGA shall apply directly to DEM and/or FEMA for reimbursement in accordance with the rules, regulations and procedures of those agencies. Any reimbursement must be governed by the rules, regulations and procedures of those agencies, and NCDOT shall not be responsible for any portion of reimbursement to the LGA.
5. The LGA is responsible for complying with all NCDOT rules and regulations including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices, and the LGA shall hold NCDOT harmless in all matters arising from or related to this Agreement. Further, the LGA shall be responsible for all damage or injury to persons or to private property occurring as a result of the debris removal activities pursuant to this Agreement, and the LGA shall hold NCDOT harmless in all matters arising therefrom.
6. The LGA shall be responsible for repair of any damages to the state maintained right of way which may be caused by Hurricane Related Debris removal operations undertaken pursuant to this Agreement. All repairs shall be made to the satisfaction of the Division Engineer of the Highway Division in which the LGA is located, and the Division Engineer's judgment in this regard shall be final.
7. The LGA shall remove all Hurricane Related Debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be done to the satisfaction of the Division Engineer of the Highway Division in which the LGA is located, and the Division Engineer's judgment in this regard shall be final.
8. All work pursuant to this Agreement shall be completed by a date mutually agreed to by DEM, FEMA, NCDOT and the LGA.
9. This Agreement may be modified only upon the written consent and approval of both Parties.
10. This Agreement shall be in effect from the last date written below until all work pursuant to this Agreement shall be done to the satisfaction of the Division Engineer of the Highway Division in which the LGA is located. No notice of termination shall be effective for Hurricane Related Debris removal pursuant to any Notice to Proceed already issued by NCDOT.
11. To provide consistent and effective communication between the Parties, each party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this Agreement. The Principal Representative of the NCDOT shall be Chief Engineer Operations or his designee. The Principal

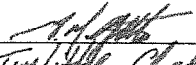
Representative of the LGA shall be the LGA Manager or his designee.

This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have each executed this Agreement, this the  
\_\_ day of \_\_\_\_ 2018.

DEPARTMENT OF TRANSPORTATION

WITNESS Emily D. McGraw  
(Print Name)

BY:   
Tim Little, Chief Engineer, TITLE  
(Print Name)

DATE: 9/24/18

LGA: \_\_\_\_\_

\_\_\_\_\_, TITLE  
(Print Name)

DATE: \_\_\_\_\_

# Request Release of State Maintained Roads

Requesting Applicant: \_\_\_\_\_

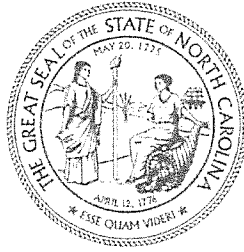
In accordance with the Memorandum of Agreement on file between the NCDOT and the Requesting Applicant listed above; the local government agency is hereby requesting the NCDOT to release its authority for FEMA reimbursement for hurricane related debris removal to the local government authority for the State Maintained Roads listed below.

☐ Release of all State Maintained Roads or Selective State Maintained Roads as Follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Local Government Designated Agent:	_____
Date:	_____

North Carolina Department of Transportation	
Release by:	_____
Title:	_____
Date:	_____



# State of North Carolina

**ROY COOPER**  
GOVERNOR

September 21, 2018

EXECUTIVE ORDER NO. 62

**DIRECTING HURRICANE-RELATED DEBRIS REMOVAL FROM PUBLIC RIGHTS-OF-WAY BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, Hurricane Florence ("the Hurricane") made landfall off the coast of North Carolina on or about 14 September 2018; and

**WHEREAS**, the Hurricane has placed North Carolina residents and visitors at substantial risk of death or injury; and

**WHEREAS**, the Hurricane has inflicted significant damage on public and private property, and disrupted the supply of goods, materials, equipment, and essentials necessary for response and recovery operations; and

**WHEREAS**, impacts from the Hurricane constitute a State of Emergency, as defined in N.C. Gen. Stat. § 166A-19.3(19); and

**WHEREAS**, N.C. Const. art. III § 5(4) vests the Governor with the duty to take care that the laws be faithfully executed; and

**WHEREAS**, the undersigned issued Executive Order No. 51 on 7 September 2018, which declares a State of Emergency to provide for the health, safety, and welfare of residents and visitors located in North Carolina ("Declaration of a State of Emergency"); and

**WHEREAS**, Executive Order No. 51 invokes the Emergency Management Act, and authorizes the Governor to exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies; and

**WHEREAS**, the President of the United States issued an emergency declaration, FEMA-3401-EM, for the State of North Carolina on 10 September 2018, providing, in part, for Public Assistance -Category B, including direct federal assistance to the State; and

**WHEREAS**, the President of the United States approved an Expedited Major Disaster Declaration, FEMA-4393-DR, for the State of North Carolina on 14 September 2018; and

**WHEREAS**, the undersigned, in accordance with the Secretary of the North Carolina Department of Transportation has identified deteriorating roadway conditions based on Hurricane-related water damage, including flash flooding, significant rain, and cresting rivers in the vicinity of North Carolina roadways that will require emergency measures to maintain public health and safety, ensure the structural integrity of public infrastructure and to expedite response and recovery; and

**WHEREAS**, conditions currently exist across North Carolina where Hurricane-related debris on both private property and public rights-of-way is far more widespread than is typical in the aftermath of a

hurricane and is in such volumes that it threatens public health and safety or economic recovery of a community; and

**WHEREAS**, property owners, by direction or of their own volition, may place Hurricane-related debris currently located on private property along the public rights-of-way during Hurricane recovery; and

**WHEREAS**, the North Carolina Department of Transportation ("DOT") has the requisite assets and experience to both execute and oversee the contracting for Hurricane-related debris removal from the public rights-of-way; and

**WHEREAS**, pursuant to N.C. Gen. Stat. § 166A-19.10(b)(2), the undersigned is authorized and empowered to make, amend, or rescind the necessary orders, rules, and regulations within the limits of the authority conferred through the Emergency Management Act with due consideration of the policies of the federal government; and

**NOW, THEREFORE**, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED**:

**Section 1.**

In counties designated by FEMA for public assistance, DOT is hereby authorized to both conduct and arrange for Hurricane-related debris removal, including, but not limited to, vegetative debris, components of structures, sand, mud, silt, gravel, rocks, boulders, vehicles, and vessels, from public rights-of-way along state-maintained routes, including state-maintained routes within the limits of a local governmental authority when the resources of the local governmental authority are insufficient to conduct debris-removal operations. DOT is further authorized to arrange for the disposal of said Hurricane-related debris.

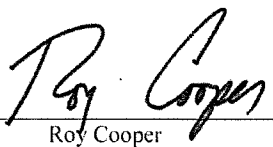
**Section 2.**

In counties designated by FEMA for public assistance and where Hurricane-related debris along the public rights-of-way and on private property is so widespread that it threatens public health and safety or economic recovery of a community, it is ordered that state and local authorities, consistent with FEMA rules and regulations, seek expedited review and approval by FEMA to provide Public Assistance funding for debris removal from private property.


**Section 3.**

This Executive Order is effective immediately and shall remain in effect for the duration of the emergency unless rescinded or superseded by a separate Executive Order.

**IN WITNESS WHEREOF**, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 21<sup>st</sup> day of September in the year of our Lord two thousand and eighteen.

  
\_\_\_\_\_  
Roy Cooper  
Governor

**ATTEST:**

  
\_\_\_\_\_  
Haley Haynes  
Deputy Secretary of State







# McDAVID ASSOCIATES, INC.

*Engineers • Planners • Land Surveyors*

CORPORATE OFFICE  
(252) 753-2139 • Fax (252) 753-7220  
E-mail: mai@mcdavid-inc.com  
3714 N. Main Street • P.O. Drawer 49  
Farmville, NC 27828

GOLDSBORO OFFICE  
(919) 736-7630 • Fax (919) 735-7351  
E-mail: maigold@mcdavid-inc.com  
109 E. Walnut Street • P.O. Box 1776  
Goldsboro, NC 27533

September 12, 2018

Mr. Franky J. Howard  
Jones County Manager  
418 Hwy 58 North Unit A  
Trenton NC 28585

SUBJECT: Recommendation of Award  
Contract 22– Goshen Road Structure 2514 Water Line  
Relocation  
Contracts 23–26 White Oak River Road Structures 2506,  
2507, 2508 and 2509 Water Line Relocations  
Jones County, NC

Dear Mr. Howard:

The following bids (Bid Tabulation attached) were received September 11, 2018 for subject Contracts 22 - 26:

Contract 22 – Goshen Road Structure 2514 Water Line Relocation

1. KBS Construction Company	\$ 41,650.00
2. Herring-Rivenbark, Inc.	\$ 44,390.00
3. Cox-Edwards Company, Inc.	\$ 45,050.00

Contract 23 – White Oak River Road Structure 2506 Water Line Relocation

1. KBS Construction Company	\$ 57,750.00
2. Cox-Edwards Company, Inc.	\$ 58,850.00
3. Herring-Rivenbark, Inc.	\$ 66,715.00

Contract 24 – White Oak River Road Structure 2507 Water Line Relocation

1. KBS Construction Company	\$ 49,600.00
2. Cox-Edwards Company, Inc.	\$ 51,140.00
3. Herring-Rivenbark, Inc.	\$ 63,120.00

Contract 25 – White Oak River Road Structure 2508 Water Line Relocation

1. KBS Construction Company	\$ 48,900.00
2. Cox-Edwards Company, Inc.	\$ 50,640.00
3. Herring-Rivenbark, Inc.	\$ 62,665.00

Contract 26 – White Oak River Road Structure 2509 Water Line Relocation

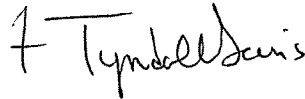
1. KBS Construction Company	\$ 48,900.00
2. Cox-Edwards Company, Inc.	\$ 50,640.00
3. Herring-Rivenbark, Inc.	\$ 62,665.00

Award is hereby recommended for each contract to the low bidder KBS Construction Company, LLC.

If you have any questions concerning this, please do not hesitate to contact me.

Sincerely,

McDAVID ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "F. Tyndall Lewis". The signature is written in a cursive, flowing style.

F. Tyndall Lewis, P.E.  
Goldsboro Office

FTL:  
Attachments

**BID TABULATION**  
**JONES COUNTY**  
**CONTRACT NO. 22 - GOSHEN ROAD STRUCTURE 2514 - WATER LINE RELOCATION**  
**NCDOT WORK ELEMENT WBS 2B.205211**  
**SEPTEMBER 11, 2018**

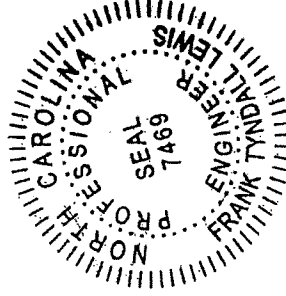
Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Herring & Rivenbark, Inc. Kinston, NC		Cox-Edwards Company Goldsboro, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	6" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI, with detectable marking tape and location wire	40	LF	50.00	2,000.00	100.00	4,000.00	50.00	2,000.00
2.	6" INSERTION VALVE AND BOX, AWWA C515 (Team Industrial or EZ Valve) with cast iron box and cover, Type B	1	EA	10,250.00	10,250.00	10,525.00	10,525.00	12,000.00	12,000.00
3.	6" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	4	EA	450.00	1,800.00	455.00	1,820.00	850.00	3,400.00
4.	6" Plug, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint end	2	EA	250.00	500.00	250.00	500.00	200.00	400.00
5.	GOSHEN ROAD DITCH CROSSING WITH 6" FUSIBLE POLYVINYL CHLORIDE PIPE FOR WATER LINES, AWWA C900, IPS, DIOD, DR 18, 235 PSI installed by horizontal directional drilling	250	LF	83.00	20,750.00	85.00	21,250.00	85.00	21,250.00
6.	TEMPORARY BLOW-OFF ASSEMBLY	1	EA	1,850.00	1,850.00	2,295.00	2,295.00	2,000.00	2,000.00
7.	EXCELSIOR MATTING as required by ENGINEER, minimum bid \$3.00/SY	500	SY	4.00	2,000.00	3.00	1,500.00	3.00	1,500.00
8.	STAKING ALLOWANCE (by McDavid Associates, Inc.; staking shall be on a one time basis, re-staking shall be at the CONTRACTOR'S expense	1	AL	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00

**BID TABULATION**  
**JONES COUNTY**  
**CONTRACT NO. 22 - GOSHEN ROAD STRUCTURE 2514 - WATER LINE RELOCATION**  
**NCDOT WORK ELEMENT WBS 2B.205211**  
**SEPTEMBER 11, 2018**

Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Herring & Rivenbark, Inc. Kinston, NC		Cox-Edwards Company Goldsboro, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
9.	GIS As-Built Survey Allowance to be performed by McDavid Associates, Inc.	1	AL	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
	<b>TOTAL UNIT PRICE BASE BID</b>				<b>\$41,650.00</b>		<b>\$44,390.00</b>		<b>\$45,050.00</b>

I, F. Tyndall Lewis, certify that this tabulation sheet is correct to the best of my knowledge and belief.

F. Tyndall Lewis      9/12/2018  
 Signature      Date



**BID TABULATION**  
**JONES COUNTY**  
**CONTRACT NO. 23 - WHITE OAK RIVER ROAD STRUCTURE 2506 - WATER LINE RELOCATION**  
**NCDOT WORK ELEMENT WBS 2B.205211**  
**SEPTEMBER 11, 2018**

Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Cox-Edwards Company Goldsboro, NC		Herring & Rivenbark, Inc. Kinston, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	6" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI, with detectable marking tape and location wire	40	LF	50.00	2,000.00	30.00	1,200.00	100.00	4,000.00
2.	6" INSERTION VALVE AND BOX, AWWA C515 (Team Industrial or EZ Valve) with cast iron box and cover, Type B	2	EA	10,250.00	20,500.00	10,250.00	20,500.00	10,525.00	21,050.00
3.	6" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	4	EA	450.00	1,800.00	700.00	2,800.00	455.00	1,820.00
4.	6" Plug, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint end	2	EA	250.00	500.00	200.00	400.00	250.00	500.00
5.	WHITE OAK RIVER ROAD DITCH CROSSING WITH 6" FUSIBLE POLYVINYL CHLORIDE PIPE FOR WATER LINES, AWWA C900, IPS, DIOD, DR 18, 235 PSI installed by horizontal directional drilling, each crossing	250	LF	85.00	21,250.00	85.00	21,250.00	85.00	21,250.00
6.	TEMPORARY 2" BYPASS TUBING	1	LS	5,200.00	5,200.00	6,800.00	6,800.00	11,800.00	11,800.00
7.	TEMPORARY BLOW-OFF ASSEMBLY	1	EA	2,000.00	2,000.00	1,900.00	1,900.00	2,295.00	2,295.00

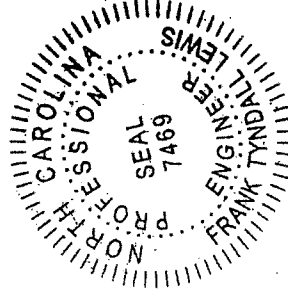
**BID TABULATION**  
**JONES COUNTY**  
**CONTRACT NO. 23 - WHITE OAK RIVER ROAD STRUCTURE 2506 - WATER LINE RELOCATION**  
**NCDOT WORK ELEMENT WBS 2B.205211**  
**SEPTEMBER 11, 2018**

Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Cox-Edwards Company Goldsboro, NC		Herring & Rivenbark, Inc. Kinston, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
8.	EXCELSIOR MATTING as required by ENGINEER, minimum bid \$3.00/SY	500	SY	4.00	2,000.00	3.00	1,500.00	3.00	1,500.00
9.	STAKING ALLOWANCE (by McDavid Associates, Inc.; staking shall be on a one time basis, re-staking shall be at the CONTRACTOR'S expense	1	AL	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
10.	GIS As-Builts Survey Allowance to be performed by McDavid Associates, Inc.	1	AL	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
<b>TOTAL UNIT PRICE BASE BID</b>					<b>\$57,750.00</b>		<b>\$58,850.00</b>		<b>\$66,715.00</b>

I, F. Tyndall Lewis, certify that this tabulation sheet is correct to the best of my knowledge and belief.

F Tyndall Lewis  
Signature

9/12/2018  
Date



BID TABULATION  
 JONES COUNTY  
 CONTRACT NO. 24 - WHITE OAK RIVER ROAD STRUCTURE 2507 - WATER LINE RELOCATION  
 NCDOT WORK ELEMENT WBS 2B.205211  
 SEPTEMBER 11, 2018

Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Cox-Edwards Company Goldsboro, NC		Herring & Rivenbark, Inc. Kinston, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	4" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI, with detectable marking tape and location wire	40	LF	45.00	1,800.00	26.00	1,040.00	95.00	3,800.00
2.	4" INSERTION VALVE AND BOX, AWWA C515 (Team Industrial or EZ Valve) with cast iron box and cover, Type B	2	EA	8,300.00	16,600.00	9,100.00	18,200.00	9,975.00	19,950.00
3.	4" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	4	EA	400.00	1,600.00	500.00	2,000.00	410.00	1,640.00
4.	4" Plug, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint end	1	EA	200.00	200.00	200.00	200.00	215.00	215.00
5.	6" Plug, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint end	1	EA	250.00	250.00	300.00	300.00	250.00	250.00
6.	6" x 4" REDUCER, DUCTILE IRON FITTINGS FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	1	EA	350.00	350.00	400.00	400.00	420.00	420.00

**BID TABULATION**  
**JONES COUNTY**  
**CONTRACT NO. 24 - WHITE OAK RIVER ROAD STRUCTURE 2507 - WATER LINE RELOCATION**  
**NCDOT WORK ELEMENT WBS 2B.205211**  
**SEPTEMBER 11, 2018**

Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Cox-Edwards Company Goldsboro, NC		Herring & Rivenbark, Inc. Kinston, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
7.	WHITE OAK RIVER ROAD DITCH CROSSING WITH 4" FUSIBLE POLYVINYL CHLORIDE PIPE FOR WATER LINES, AWWA C900, IPS, DIOD, DR 18, 235 PSI installed by horizontal directional drilling, each crossing	250	LF	70.00	17,500.00	70.00	17,500.00	75.00	18,750.00
8.	TEMPORARY 2" BYPASS TUBING to include, but not be limited to, connections to water main, tubing, fittings, disinfection, installation, removal, burial where required, and other work required for a complete and operable installation	1	LS	5,000.00	5,000.00	6,000.00	6,000.00	11,800.00	11,800.00
9.	TEMPORARY BLOW-OFF ASSEMBLY to include, but not be limited to: brass saddle, corp stop, piping, installation, blow-off assembly complete, fully operational, and ready for use	1	EA	1,800.00	1,800.00	1,500.00	1,500.00	2,295.00	2,295.00
10.	EXCELSIOR MATTING as required by ENGINEER, minimum bid \$3.00/SY	500	SY	4.00	2,000.00	3.00	1,500.00	3.00	1,500.00
11.	STAKING ALLOWANCE (by McDavid Associates, Inc.; staking shall be on a one time basis, re-staking shall be at the CONTRACTOR'S expense	1	AL	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00



**BID TABULATION**  
**JONES COUNTY**  
**CONTRACT NO. 24 - WHITE OAK RIVER ROAD STRUCTURE 2507 - WATER LINE RELOCATION**  
**NCDOT WORK ELEMENT WBS 2B.205211**  
**SEPTEMBER 11, 2018**

Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Cox-Edwards Company Goldsboro, NC		Herring & Rivenbark, Inc. Kinston, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
12.	GIS As-Builts Survey Allowance to be performed by McDavid Associates, Inc.	1	AL	\$1,250.00	1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
<b>TOTAL UNIT PRICE BASE BID</b>					<b>\$49,600.00</b>		<b>\$51,140.00</b>		<b>\$63,120.00</b>

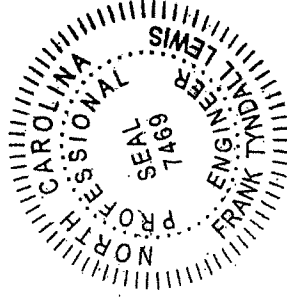
I, F. Tyndall Lewis, certify that this tabulation sheet is correct to the best of my knowledge and belief.

*F Tyndall Lewis*

Signature

9/12/2018

Date



**BID TABULATION**  
**JONES COUNTY**  
**CONTRACT NO. 25 - WHITE OAK RIVER ROAD STRUCTURE 2508 - WATER LINE RELOCATION**  
**NCDOT WORK ELEMENT WBS 2B.205211**  
**SEPTEMBER 11, 2018**

Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Cox-Edwards Company Goldsboro, NC		Herring & Rivenbark, Inc. Kinston, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	4" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI, with detectable marking tape and location wire	40	LF	45.00	1,800.00	26.00	1,040.00	95.00	3,800.00
2.	4" INSERTION VALVE AND BOX, AWWA C515 (Team Industrial or EZ Valve) with cast iron box and cover, Type B	2	EA	8,100.00	16,200.00	9,100.00	18,200.00	9,975.00	19,950.00
3.	4" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	4	EA	400.00	1,600.00	500.00	2,000.00	410.00	1,640.00
4.	4" Plug, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint end	2	EA	200.00	400.00	200.00	400.00	215.00	430.00
5.	WHITE OAK RIVER ROAD DITCH CROSSING WITH 4" FUSIBLE POLYVINYL CHLORIDE PIPE FOR WATER LINES, AWWA C900, IPS, DIOD, DR 18, 235 PSI installed by horizontal directional drilling, each crossing	250	LF	70.00	17,500.00	70.00	17,500.00	75.00	18,750.00
6.	TEMPORARY 2" BYPASS TUBING	1	LS	5,100.00	5,100.00	6,000.00	6,000.00	11,800.00	11,800.00

**BID TABULATION**  
**JONES COUNTY**  
**CONTRACT NO. 25 - WHITE OAK RIVER ROAD STRUCTURE 2508 - WATER LINE RELOCATION**  
**NCDOT WORK ELEMENT WBS 2B.205211**  
**SEPTEMBER 11, 2018**

Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Cox-Edwards Company Goldsboro, NC		Herring & Rivenbark, Inc. Kinston, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
7.	TEMPORARY BLOW-OFF ASSEMBLY	1	EA	1,800.00	1,800.00	1,500.00	1,500.00	2,295.00	2,295.00
8.	EXCELSIOR MATTING as required by ENGINEER, minimum bid \$3.00/SY	500	SY	4.00	2,000.00	3.00	1,500.00	3.00	1,500.00
9.	STAKING ALLOWANCE (by McDavid Associates, Inc.; staking shall be on a one time basis, re-staking shall be at the CONTRACTOR'S expense	1	AL	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
10	GIS As-Builts Survey Allowance to be performed by McDavid Associates, Inc.	1	AL	\$1,250.00	1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
<b>TOTAL UNIT PRICE BASE BID</b>					<b>\$48,900.00</b>		<b>\$50,640.00</b>		<b>\$62,665.00</b>

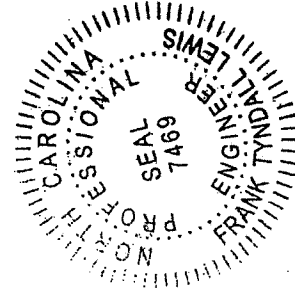
I, F. Tyndall Lewis, certify that this tabulation sheet is correct to the best of my knowledge and belief.

*F Tyndall Lewis*

Signature

9/12/2018

Date



BID TABULATION  
 JONES COUNTY  
 CONTRACT NO. 26 - WHITE OAK RIVER ROAD STRUCTURE 2509 - WATER LINE RELOCATION  
 NCDOT WORK ELEMENT WBS 2B.205211  
 SEPTEMBER 11, 2018

Item	Description	Contractor Address		KBS Construction Company Fremont, NC		Cox-Edwards Company Goldsboro, NC		Herring & Rivenbark, Inc. Kinston, NC	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	4" POLYVINYL CHLORIDE PIPE FOR WATER LINES, ASTM D2241, SDR 21, 200 PSI, with detectable marking tape and location wire	40	LF	45.00	1,800.00	26.00	1,040.00	95.00	3,800.00
2.	4" INSERTION VALVE AND BOX, AWWA C515 (Team Industrial or EZ Valve) with cast iron box and cover, Type B	2	EA	8,100.00	16,200.00	9,100.00	18,200.00	9,975.00	19,950.00
3.	4" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint ends	4	EA	400.00	1,600.00	500.00	2,000.00	410.00	1,640.00
4.	4" Plug, DUCTILE IRON FITTING FOR WATER LINES, 350 PSI working pressure, with mechanical joint end	2	EA	200.00	400.00	200.00	400.00	215.00	430.00
5.	WHITE OAK RIVER ROAD DITCH CROSSING WITH 4" FUSIBLE POLYVINYL CHLORIDE PIPE FOR WATER LINES, AWWA C900, IPS, DIOD, DR 18, 235 PSI installed by horizontal directional drilling, each crossing	250	LF	70.00	17,500.00	70.00	17,500.00	75.00	18,750.00
6.	TEMPORARY 2" BYPASS TUBING	1	LS	5,100.00	5,100.00	6,000.00	6,000.00	11,800.00	11,800.00

**BID TABULATION**  
**JONES COUNTY**  
**CONTRACT NO. 26 - WHITE OAK RIVER ROAD STRUCTURE 2509 - WATER LINE RELOCATION**  
**NCDOT WORK ELEMENT WBS 2B.205211**  
**SEPTEMBER 11, 2018**

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		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
7.	TEMPORARY BLOW-OFF ASSEMBLY	1	EA	1,800.00	1,800.00	1,500.00	1,500.00	2,295.00	2,295.00
8.	EXCELSIOR MATTING as required by ENGINEER, minimum bid \$3.00/SY	500	SY	4.00	2,000.00	3.00	1,500.00	3.00	1,500.00
9.	STAKING ALLOWANCE (by McDavid Associates, Inc.; staking shall be on a one time basis, re-staking shall be at the CONTRACTOR'S expense	1	AL	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
10	GIS As-Builts Survey Allowance to be performed by McDavid Associates, Inc.	1	AL	\$1,250.00	1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
<b>TOTAL UNIT PRICE BASE BID</b>					<b>\$48,900.00</b>		<b>\$50,640.00</b>		<b>\$62,665.00</b>

I, F. Tyndall Lewis, certify that this tabulation sheet is correct to the best of my knowledge and belief.

F. Tyndall Lewis  
 Signature

9/12/2018  
 Date





**COUNTY OF JONES**  
**JONES COUNTY TAX OFFICE**  
P.O. BOX 87  
Trenton, NC 28585-0087

Hope Avery  
Tax Administrator/Assessor

Susan Riggs  
Tax Collector

**September 7, 2018**

**Jones County Tax Collector:**

**For the Month of August:**

2018 Levy Collection by Tax Office:	\$ 599,153.28
2018 Levy Collection by NCVTS:	80,826.68
2009-2018 Levy Collection:	26,645.21
<b>Total Levy Collection:</b>	<b>\$ 706,625.17</b>


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**Susan B. Riggs**  
Jones County Tax Collector

2018 Levy as of 8/31/2018: \$ 6,020,073.54

Collected on 2018 Levy as of 8/31/2018: 679,979.96

**Other Levy Reduction:**

Releases:	-
Refunds:	(61.23)
Write-Offs:	7.57
<b>Total Levy Reduction:</b>	<b>\$ 679,926.30</b>

Percent (%) of Levy Reduced as of 8/31/18: 11.29%

Percent (%) of Levy Reduced as of 8/31/17: 13.82%

# Division of Public Health

## Agreement Addendum

### FY 18-19

Page 1 of 3

<u>Jones County Health Department</u> <b>Local Health Department Legal Name</b>	<u>Chronic Disease and Injury Section</u> <b>DPH Section / Branch Name</b>
<u>886 Healthy Communities</u> <b>Activity Number and Description</b>	<u>Sharon Nelson, 919-707-5207,</u> <u>Sharon.boss.nelson@dhhs.nc.gov</u> <b>DPH Program Contact</b> (name, phone number, and email)
<u>06/01/2018 – 05/31/2019</u> <b>Service Period</b>	<u>DPH Program Signature</u> <b>Date</b> (only required for a <u>negotiable</u> agreement addendum)
<u>07/01/2018 – 06/30/2019</u> <b>Payment Period</b>	

☐ Original Agreement Addendum  
☒ Agreement Addendum Revision # 2

**I. Background:**


*As of September 1, 2018, this Agreement Addendum Revision #2 adds the following Paragraphs:*

The Guide to Community Preventive Services recommends in-home multi-trigger, multicomponent environmental asthma interventions, especially for children and adolescents with asthma based on strong evidence of effectiveness in improving overall quality of life and productivity, and specifically improving asthma symptoms. Asthma programs in certain communities in North Carolina have demonstrated that these interventions can reduce school absenteeism, emergency department visits, hospitalizations and medical care costs.

This funding from the U.S. Environmental Protection Agency allows the CDI to work with the Childhood Lead Poisoning Prevention Program of the Environmental Health Section and the UNC Institute for the Environment to train local health departments in this evidence-based intervention. Four local health departments (Macon, Chatham, Cumberland, and Jones) will continue interventions in these communities until the funding is depleted.

**II. Purpose:**

This Agreement Addendum Revision #2 enables the Local Health Department to (1) designate staff to attend at least one regional Healthy Homes Training/Technical Assistance session or webinar; (2) maintain a referral system with at least one healthcare clinic or school system nurse; (3) implement evidence-based asthma home trigger assessments; (4) provide education on eliminating asthma triggers; and (5) conduct follow-up visits to perform assessments between three to six months after the initial visit.

 <u>Wendy Smith</u> Health Director Signature (use blue ink)	<u>9/4/18</u> Date
---	-----------------------

Local Health Department to complete:	LHD program contact name: <u>TAMARA JONES</u>	
(If follow-up information is needed by DPH)	Phone number with area code: <u>252-440-9111 EXT. 3017</u>	
	Email address: <u>tfjones@jonescountync.gov</u>	

Signature on this page signifies you have read and accepted all pages of this document.

Revised June 2016

V. Performance Monitoring and Quality Assurance:  
No change.

VI. Funding Guidelines or Restrictions:  
*As of September 1, 2018, this Agreement Addendum Revision #2 adds Paragraph D, as follows:*  
D. Funding may be used for supplies to reduce exposure to asthma triggers in the home.



## DPH-Aid-To-Counties

For Fiscal Year: 18/19

Budgetary Estimate Number : 3

Activity 886	AA	1261 5503 00	1261 5503 PF	126C 195A 1Q	Proposed Total	New Total
Service Period		06/01-05/31	06/01-05/31	09/01-05/31		
Payment Period		07/01-06/30	07/01-06/30	10/01-06/23		
01 Alamance	*	0	0	0	0	39,946
D1 Albemarle	*	0	0	0	0	319,583
02 Alexander	*	0	0	0	0	39,946
04 Anson	*	0	0	0	0	0
D2 Appalachian	*	0	0	0	0	119,838
07 Beaufort	*	0	0	0	0	39,946
09 Bladen	*	0	0	0	0	39,946
10 Brunswick	*	0	0	0	0	39,946
11 Buncombe	*	0	0	0	0	39,946
12 Burke	*	0	0	0	0	39,946
13 Cabarrus	*	0	0	0	0	39,946
14 Caldwell	*	0	0	0	0	39,946
16 Carteret	*	0	0	0	0	39,946
17 Caswell	*	0	0	0	0	39,946
18 Catawba	*	0	0	0	0	39,946
19 Chatham	* 2	0	0	747	747	40,693
20 Cherokee	*	0	0	0	0	39,946
22 Clay	*	0	0	0	0	39,946
23 Cleveland	*	0	0	0	0	39,946
24 Columbus	*	0	0	0	0	39,946
25 Craven	*	0	0	0	0	39,946
26 Cumberland	* 2	0	0	747	747	40,693
28 Dare	*	0	0	0	0	39,946
29 Davidson	*	0	0	0	0	39,946
30 Davie	*	0	0	0	0	39,946
31 Duplin	*	0	0	0	0	39,946
32 Durham	*	0	0	0	0	39,946
33 Edgecombe	*	0	0	0	0	39,946
34 Forsyth	*	0	0	0	0	39,946
35 Franklin	*	0	0	0	0	39,946
36 Gaston	*	0	0	0	0	39,946
38 Graham	*	0	0	0	0	39,946
D3 Gran-Vance	*	0	0	0	0	79,892
40 Greene	*	0	0	0	0	39,946
41 Guilford	*	0	0	0	0	39,946
42 Halifax	*	0	0	0	0	39,946
43 Harnett	*	0	0	0	0	39,946
44 Haywood	*	0	0	0	0	39,946
45 Henderson	*	0	0	0	0	39,946
46 Hertford	*	0	0	0	0	0
47 Hoke	*	0	0	0	0	39,946
48 Hyde	*	0	0	0	0	39,946
49 Iredell	*	0	0	0	0	39,946
50 Jackson	*	0	0	0	0	39,946
51 Johnston	*	0	0	0	0	39,946

Revised July 2017

- b. Abatement services must focus on controlling mosquitoes in areas with high human population densities and avoid areas with threatened and endangered species identified in spray area mapping.
- c. Perform all mosquito abatement activities under the supervision of a licensed applicator.
- 2. Establish or enhance an existing IMM program at the city or county level in accordance with guidelines from the Centers for Disease Control and Prevention and the American Mosquito Control Association.
- 3. Provide education regarding mosquito bite avoidance, and purchase and distribute materials for personal prevention measures to the community. This may include but is not be limited to distribution of EPA registered insect repellents, permethrin for treatment of clothing, BTI mosquito dunks, and educational materials.

**IV. Performance Measures/Reporting Requirements:**

The Local Health Department shall submit signed expenditure and activity reports demonstrating use of the funds for abatement and other activities to the State Public Health Entomologist based on the following schedule:

<u>Reporting Period</u>	<u>Report Due Date</u>
September 27 – December 31, 2018	January 30, 2019
January 1 – March 31, 2019	April 30, 2019
April 1 – May 31, 2019	June 30, 2019

The State Public Health Entomologist will prepare and distribute an expenditure and activity report template to the Local Health Department by October 31, 2018.

**V. Performance Monitoring and Quality Assurance:**

Monitoring will be conducted by the State Public Health Entomologist, who will review quarterly expenditure and activity reports to ensure they are consistent with abatement of mosquitoes and other activities as specified in the Scope of Work and Deliverables. If deemed out of compliance, the State Public Health Entomologist will provide technical assistance to assist the Local Health Department in coming back into compliance with deliverables. If technical assistance does not prove beneficial, funds for the Agreement Addendum may be reduced.

**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Acceptable fund expenditures include equipment, supplies, and travel for conducting mosquito abatement activities, expenditures to establish or enhance IMM programs, and expenditures for public education, and the purchase and distribution of personal protective measures.

DPH-Aid-To-Counties

For Fiscal Year: 18/19

Budgetary Estimate Number : 0

Activity 911	AA	1153 5015 00	Proposed Total	New Total
Service Period		09/27-05/31		
Payment Period		10/27-06/30		
01 Alamance		0	0	0
D1 Albemarle		0	0	0
02 Alexander		0	0	0
04 Anson		0	0	0
D2 Appalachian		0	0	0
07 Beaufort	* 0	81,995	81,995	81,995
09 Bladen	* 0	39,845	39,845	39,845
10 Brunswick	* 0	199,913	199,913	199,913
11 Buncombe		0	0	0
12 Burke		0	0	0
13 Cabarrus		0	0	0
14 Caldwell		0	0	0
16 Carteret	* 0	142,091	142,091	142,091
17 Caswell		0	0	0
18 Catawba		0	0	0
19 Chatham		0	0	0
20 Cherokee		0	0	0
22 Clay		0	0	0
23 Cleveland		0	0	0
24 Columbus	* 0	66,617	66,617	66,617
25 Craven	* 0	173,899	173,899	173,899
26 Cumberland	* 0	260,536	260,536	260,536
28 Dare		0	0	0
29 Davidson		0	0	0
30 Davie		0	0	0
31 Duplin	* 0	82,438	82,438	82,438
32 Durham		0	0	0
33 Edgecombe		0	0	0
34 Forsyth		0	0	0
35 Franklin		0	0	0
36 Gaston		0	0	0
38 Graham		0	0	0
D3 Gran-Vance		0	0	0
40 Greene		0	0	0
41 Guilford		0	0	0
42 Halifax		0	0	0
43 Harnett	* 0	296,505	296,505	296,505
44 Haywood		0	0	0
45 Henderson		0	0	0
46 Hertford		0	0	0
47 Hoke	* 0	95,252	95,252	95,252
48 Hyde	* 0	18,944	18,944	18,944
49 Iredell		0	0	0
50 Jackson		0	0	0
51 Johnston	* 0	440,636	440,636	440,636

52 Jones	* 0	17,639	17,639	17,639
53 Lee	* 0	166,412	166,412	166,412
54 Lenoir	* 0	120,293	120,293	120,293
55 Lincoln		0	0	0
56 Macon		0	0	0
57 Madison		0	0	0
D4 M-T-W		0	0	0
60 Mecklenburg		0	0	0
62 Montgomery		0	0	0
63 Moore	* 0	156,435	156,435	156,435
64 Nash		0	0	0
65 New Hanover	* 0	148,587	148,587	148,587
66 Northampton		0	0	0
67 Onslow	* 0	265,002	265,002	265,002
68 Orange		0	0	0
69 Pamlico	* 0	11,196	11,196	11,196
71 Pender	* 0	58,047	58,047	58,047
73 Person		0	0	0
74 Pitt	* 0	202,172	202,172	202,172
76 Randolph		0	0	0
77 Richmond	* 0	55,112	55,112	55,112
78 Robeson	* 0	324,991	324,991	324,991
79 Rockingham		0	0	0
80 Rowan		0	0	0
D5 R-P-M		0	0	0
82 Sampson	* 0	95,660	95,660	95,660
83 Scotland	* 0	54,510	54,510	54,510
84 Stanly		0	0	0
85 Stokes		0	0	0
86 Surry		0	0	0
87 Swain		0	0	0
D6 Toe River		0	0	0
88 Transylvania		0	0	0
90 Union		0	0	0
92 Wake		0	0	0
93 Warren		0	0	0
96 Wayne	* 0	283,975	283,975	283,975
97 Wilkes		0	0	0
98 Wilson	* 0	141,298	141,298	141,298
99 Yadkin		0	0	0
Totals		4,000,000	4,000,000	4,000,000

Sign and Date - DPH Program Administrator <i>Donacielano</i> 09-27-18	Sign and Date - DPH Section Chief <i>Ray P. Michel</i> 9-27-18
Sign and Date - DPH Contracts Office <i>[Signature]</i> 9-27-18	Sign and Date - DPH Budget Officer <i>[Signature]</i> 9/27/18

*GL* 9/27/18